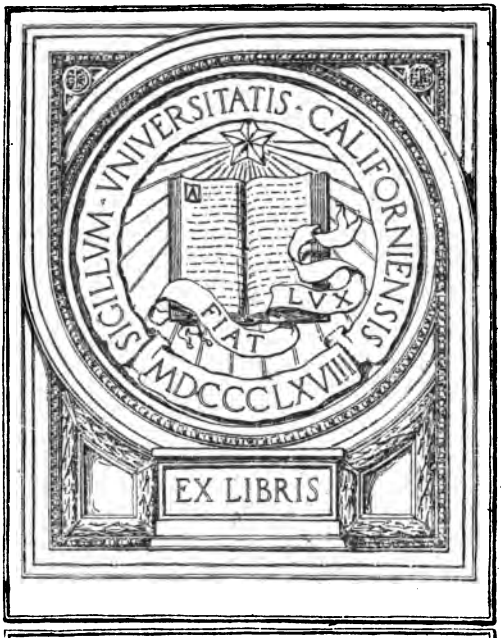

THE LABOR CONTRACT FROM INDIVIDUAL TO COLLECTIVE BARGAINING

BY

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PREFACE

The present study of the labor contract is tentative in nature. Certain preliminary chapters are here presented as an introduction to a larger study of collective bargaining which the writer intends to complete from the mass of material collected on present conditions in the United States.

The period sketched in the present study lies between the close of the 18th and the beginning of the 20th century. This period marks the transition from individual to organized industry in the United States and it is this transition with which these preliminary chapters are especially concerned.

The facts presented are culled from data secured largely through personal contact with employers and workmen. The work of investigating actual conditions of industry, of interviewing employers and workmen, and of attending the meetings of their various organizations and associations was carried on mainly in Chicago supplemented by work in New York city and in certain smaller centers. The documentary material has been culled from a variety of sources the most fruitful being the records kept in the central administrative offices of some of the stronger unions. The courtesies extended by some of the national and international presidents and secretaries enabled the writer to secure a large amount of evidence from unpublished sources. Certain employers' associations having "labor commissioners" also extended many courtesies in the way of furnishing documentary material bearing on their various methods of bargaining with employees. Yet all the evidence secured through documents is of secondary importance compared to the insight which gradually breaks upon one from daily contact with the persons actively engaged in industry. The writer has come to certain conclusions, which are not generally accepted and which are not borne out by docu-

mentary proof. Nevertheless they seem to be borne out by evidence which rests upon fundamental facts in our industrial life.

The writer desires to express her sincerest thanks to Professor Henry Carter Adams of Michigan University for many helpful suggestions in the early stages of the work, and to Professor John R. Commons of the University of Wisconsin for suggestive criticisms in the final preparation of the manuscript. The many courtesies extended by officials of labor organizations, by employers, and by "labor commissioners" are thoroughly appreciated. It is a cause for regret that their large number precludes individual recognition of invaluable assistance in enabling the writer to enter into the actual experiences of industrial life. Finally, to Professor Richard T. Ely of the University of Wisconsin, the writer desires to express her deepest obligation. His continued interest and assistance made possible the collection of the data upon which the investigation is based, and his kindly encouragement and helpfulness have made possible the presentation of the material in this preliminary form.

MARGARET A. SCHAFFNER.

THE LABOR CONTRACT FROM INDIVIDUAL TO COLLECTIVE BARGAINING

INTRODUCTORY

In the evolution of the labor contract in the United States two historic facts confront us: the individual bargain of a century ago and the collective agreement of the present day. Separated by less than a century's development, there is a transition from individual to associated action, and, although the individual contract necessarily persists, collective bargaining is coming more and more to have a part in our industrial life.

A close investigation into our economic history reveals the unequal chronological development of our industries. This fact is the key to an understanding of our industrial development. It is impossible to gain an historic conception of our industrial relations until we recognize not only the interdependence but also the separate development of our great industries. To lose sight of the changes which take place in each separate industry in its development from small beginnings until it becomes a well adjusted mechanism employing all of the economies incident to that particular business were as fatal to an understanding of the various stages of collective bargaining as to lose sight of the general advance of our industry as a whole. The past century presents a kaleidoscopic view of industries in their weak beginnings along with those grown to world wide importance, and in practically every decade the complex process of industrial growth is illustrated by industries which coexist in their various stages of development.

The varying relations between employer and employee which have from time to time expressed themselves in the labor contract are largely a reflex of conditions prevailing in our various industries. Hence it is that these relations are so different in different industries at the same time. The formal relations expressed in the labor contract reflect, not so much the spirit

of our general industrial development, as they portray the conditions which exist in any particular industry at any given stage.

The mass of conflicting testimony bearing on the development of collective bargaining during the past century defies any classification of events into chronological periods. The possibility of a more truly historical as well as logical treatment reveals itself when the development of collective action is closely associated with the various industries within which that development has taken place. Viewed from this standpoint it becomes clear that collective bargaining in any industry is largely conditioned by the stage of growth reached by that industry. Under normal conditions individual bargaining co-exists with the individual workshop while the association of larger groups of workmen tends toward the growth of collective action.

But not only has the development of the labor contract been largely determined by industrial relations, it has also been conditioned by law and judicial interpretation which have defined the limits within which the employment contract could be drawn.

To take note of the various factors which have interacted in bringing about the change from individual toward collective action in forming the labor contract would be to write a history of our industrial and social life in all of its complex phases. A careful analysis of the labor contract as it has been developed in the United States must take account of at least two well defined lines of activity. It must consider the changes in the methods and processes of industry in so far as they affect the relations of employer and employee and it must note the limitations placed upon an entirely free adjustment of such contractual relations by our law and judicial interpretation.

In a general way, the relations between employer and employee are based upon our industrial equipment and are conditioned by the legal and moral restrictions imposed by society. Not until each side shall have a share in the control of industrial activities and each side is made to recognize reciprocal rights and obligations will the labor contract finally conserve the interests of both employer and employee and secure the largest possible measure of well-being for society.

CHAPTER I

THE LEGAL BASIS

The Right of Contract

The Labor Contract Under Common Law

In the development of Anglo-Saxon liberty we pass from status to contract. The freedom of the serfs gave them a proprietorship in their labor and left them free to dispose of their services under the common law of the realm.

The labor contract emerged before the property contract under Anglo-Saxon law. The Norman lawyers based their decisions on the legal fiction that the king owned the estates of the realm but in fact, as regards use, there was largely common property. The jurists of a later day, desirous of resting their decisions on an easy working hypothesis adopted the legal fiction that the right of contract was an inference from the right of property. A still later development also rested the right of contract upon the right of personal liberty. English jurisprudence, therefore, bases the right of contract, including the labor contract, upon the rights of private property and of personal liberty. But though the theory of English common law bases contract upon rights which it recognizes as fundamental, freedom of contract is subject to limitations and does not extend to contracts which are criminal or immoral, or which are "expressly made illegal by existing laws." In the United States there has been a greater insistence on freedom of contract than in England. In both countries the legally enacted statute supersedes the common law but in the United States special constitutional objections have been urged against legislation infringing the right of contract.

Under our common law, the labor contract is one by which

an employer engages an employee to do something for the benefit of the employer or of a third person for a sufficient consideration expressed or implied.[1]

The relation thus created is a valid contract where both parties have the requisite legal qualifications for entering into such agreement. The labor contract is subject to all the limitations of contracts, and judicial decisions in the United States have determined that no one may contract away his right of contract and that no one may make contracts forbidden by the state by virtue of its police power.[2]

State Regulation of the Labor Contract

Contracting away the right of contract. The right of contract is a necessary part of freedom but unless it is limited and regulated by the state freedom of contract may nullify itself. Ancient times[3] afford illustrations of slavery arising from free contract and at the present day conditions attached to the labor contract frequently render the contractual relation one of virtual slavery. Where the strength of the contracting parties is so unequal that the will of the stronger may be imposed upon the weaker, not only to the detriment of the individual but of the general public, it becomes the duty of the state to enact legislation which will prevent the individual citizen laboring under the goad of economic necessity from contracting away his inherited rights and liberties.

Statutes relating to "contracting out" have been passed by about one-third of our states.[4] The general import of this legislation is to make contracts releasing the employer for liability

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[1] For statutes defining the labor contract compare *Mont. Civ. Code,* 1895, sec. 2650, and *N. D. Civ. Code,* 1899, sec. 4094.

[2] See: *Slaughterhouse Cases,* 1872. 16 *Wall.* 36–130, especially p. 87; *Frorer et al. v. The People,* 1892, 141, Ill. 171; *Braceville Coal Co. v. The People,* 1893. 147 *Ill.* 72; *Holden v. Hardy,* 1898, 169 *U. S.* 366.

[3] Pufendorf, Samuel, *On the Laws of Nature and of Nations.* Part VI, sec. 3.

[4] For typical laws see: *Fla. Rev. St.* 1891, c. 4071, sec. 3; *Ga. Civ. Code,* 1895, sec. 2613; *Ind. Ann. St.* 1901, sec. 7083; *Mass. Rev. Laws,* 1902, c. 106, sec. 16; *Mont. Civ. Code.* 1895, sec. 2242; *N. C. Laws,* 1897, c. 56; and *Wy. Rev. St.* 1899, sec. 2522.

For typical constitutional provisions see: *Col. Const.* 1876, art. 15, sec 15; *Miss. Const.* 1890, art. 7, sec. 193; *Mont. Const.* 1889, art. 15 sec. 16; *Va. Const.* 1902, art. 12, sec. 162.

to employees, null and void. Several states have limited legislation on this point to contracts releasing the employer for liability for injuries due to his own negligence or the negligence of other people in his employ.

Thus the Massachusetts[5] statute reads:

"No person or corporation shall by a special contract with persons in his or its employ, exempt himself or itself from any liability which he or it might be under to such persons from injuries suffered by them in their employment and which result from the employer's own negligence or from the negligence of other persons in his or its employ."

Similarly in Montana[6] the law reads:

"Any contract or agreement entered into by any person, company or corporation with its servants or employees whereby such person, company, or corporation shall be released or discharged from liability or responsibility on account of personal injuries received by such servants or employees while in the service of such person, company or corporation, or the agents or employees thereof shall be absolutely null and void."

But though employer's liability in its general terms is being maintained and expressed more and more in specific statutes, yet employers frequently escape just accountability through the doctrine of common employment. For although statutes have modified the doctrine respecting fellow servants in many of our states[7] further legislation along this line is needed, both to secure uniformity and to bring the present law on the subject into harmony with present industrial conditions.

The statutes relating to common employment, to employers' liability, and to contracting out, limit freedom of contract in a negative way but in reality they extend positive liberty. Green

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[5] *Massachusetts, Rev. Laws,* 1902, c. 106, sec. 16.

[6] *Montana, Civ. Code,* 1895, sec. 2242.

[7] For typical laws see: *Ala. Civ. Code,* 1897, c. 43, sec. 1749 *Ariz. Civ. Code,* 1901, sec. 2767; *Ark. Dig.* 1894, c. 130; *Cal. Civ. Code,* 1885. sec. 1970; *Col. Laws,* 1901, c. 67; *Fla. Rev. St.* 1891, c. 4071, sec. 3; *Ind. Ann. St.* 1901, sec. 7083; *Iowa Code,* 1897, sec. 2071; *Kan. Gen. St.* 1901, sec. 5858; *Mass. Rev. Laws,* 1902, c. 106; *Minn. Gen. St.* 1894, sec. 2701; *Miss. Const.* 1890, art. 7, sec. 193; *Mo. Rev. St.* 1899, sec. 2873; *Mont. Civ. Code,* 1895, sec. 905; *N. Y. Laws,* 1902, c. 600; *N. C. Laws,* 1897 c. 56; *Ohio, Ann. St.* 3rd. ed. sec. 3365-22; *S. C. Const.* 1895, art. 9, sec. 15; *Tex. Laws,* 1897, c. 6; *Va. Const.* 1902, art 12, sec. 162; *Wis. Rev. St.* 1898, sec. 1816; *Wy. Rev. St.* 1899, sec. 2522.

has well said: "To uphold the sanctity of contracts is doubtless a prime business of government, but it is no less its business to provide against contracts being made, which, from the helplessness of one of the parties to them, instead of being a security for freedom, becomes an instrument of disguised oppression."[8] Real freedom of contract is possible only where the state places restrictions on the sale of labor so that it becomes impossible for any individual to contract away his right of contract.

Contract Limited by the Police Power. The labor contract is further regulated by a mass of legislation enacted by virtue of the police power of the state.[9] The police power has been defined as "that inherent and plenary power which enables the state to prohibit certain acts or regulate certain private relations for the pupose of securing the safety and health of society."[10]

The supreme court of Illinois has defined the police power as "the law of overruling necessity."[11] By virtue of this power our states have enacted all that great body of legislation which makes provision for the regulation of labor performed under special conditions. The legislation regulating conditions in factories and shops, in mines, and on railways, and in other special industries has in view the general welfare. The laws relating to the hours of labor, the payment of wages, the health and moral condition of employees, and other similar provisions restricting the labor contract seem at first sight to deal exclusively with the welfare of the particular individuals employed in the occupations so regulated; but they have for their basis far deeper grounds. They rest on that inherent and plenary power of the state which enables it to provide for the safety

[8] Green, Thomas Hill, *General Works*, III., 382.

[9] *Commonwealth of Massachusetts v. Alger*, 1851, 7 *Cush.* 53; *Commonwealth v. Hamilton Mfg. Co.* 120 *Mass.* 383; *Cole et al. v. Hall*, 1882, 103 *Ill.* 30; *State v. Holden*, 1896, 14 *Utah* 71; *Holden v. Hardy*, 1898, 169 *U. S.* 366.

[10] Compare the following statement: "The police power . . . is a power co-extensive with self-protection and is not inaptly termed the 'law of over-ruling necessity.' It may be said to be that inherent and plenary power in the state which enables it to prohibit all things hurtful to the comfort, safety, and welfare of society." *Lake View v. Rose Hill Cemetery Co.* 1873, 70 *Ill.* 191.

[11] *Cole et al. v. Hall*, 1882, 103 *Ill.* 30.

Compare the statement of Justice Brown in the opinion of the court in *Holden v. Hardy*, 1898, 169 *U. S.* 366, that "This power, legitimately exercised, can neither be limited by contract nor bartered away by legislation."

and security of society in general.[12] So far the laws which regulate the individual labor contract in our several states, relate largely to the labor of women and minors, yet laws like the Utah 8-hour law[13] indicate a radical advance in state interference in the regulation of the employment contract, and the decision of the supreme court of the United States that the law is "not an unconstitutional interference with the right of private contract, nor a denial of due process of law or of equal protection," shows a tendency toward a broader view of freedom of contract and indicates a more liberal interpretation of the police power of the state.[14]

But while the drift of legislation and of judicial interpretation seems to favor a greater recognition of the right of the state to interfere with private contracts the real problem of the

[12] The extent of this power is expressed in the opinion of the court in *Thorpe v. Rutland and Burlington R. R. Co.* 1854, 27 *Vermont* 140, as follows: "All contracts and all rights . . . are subject to this power; and not only may regulation which affect them be established by the state but all such regulations must be subject to change from time to time as the general well-being of the community may require or the circumstances may change or as experience may demonstrate the necessity."

[13] *Utah, Rev. St.* 1898, sec. 1337. For court decisions bearing on this law see: *Holden v. Hardy,* 1896, 46 *Pac.* 756; *State v. Holden,* 1896, 14 *Utah,* 71; and *Holden v. Hardy,* 1898, 169 *U. S.* 366.

[14] The following quotation from the opinion of the court in *Holden v. Hardy,* 1898, 169 *U. S.* 366, shows a broad interpretation of the police power: "The legislature has also recognized the fact, which the experience of legislators in many States has corroborated, that the proprietors of these establishments and their operatives do not stand upon an equality, and that their interests are, to a certain extent, conflicting. The former naturally desire to obtain as much labor as possible from their employees, while the latter are often induced by the fear of discharge to conform to regulations which their judgment, fairly exercised, would pronounce to be detrimental to their health or strength. In other words, the proprietors lay down the rules, and the laborers are practically constrained to obey them. In such cases self-interest is often an unsafe guide, and the legislature may properly interpose its authority.

"It may not be improper to suggest in this connection that although the prosecution in this case was against the employer of labor, who apparently, under the statute, is the only one liable, his defense is not so much that his right to contract has been infringed upon, but that the act works a peculiar hardship to his employees, whose right to labor as long as they please is alleged to be thereby violated. The argument would certainly come with better grace and greater cogency from the latter class. But the fact that both parties are of full age, and competent to contract, does not necessarily deprive the State of the power to interfere, where the parties do not stand upon an equality, or where the public health demands that one party to the contract shall be protected against himself. The State still retains an interest in his welfare, however reckless he may be. The whole is no greater than the sum of all the parts, and when the individual health, safety, and welfare are sacrificed or neglected, the State must suffer."

labor contract is being worked out in a positive way through the development of collective action on the part of labor.

Rights of Association

The Doctrine of Conspiracy in Relation to the Ordinary Strike, the Sympathic Strike, the Boycott

The rights of association and of collective action on the part of laborers have undergone considerable modification during the past century.[15] In England, until 1824, workmen entering

[15] For evidence on this point consult the following cases. Taken in chronological order they present evidence of an extraordinary evolution in the legal right of laborers to combine:

Trial of the Boot and Shoe Makers of Philadelphia on an indictment for a combination and conspiracy to raise their wages. Tried in the Mayor's Court, January Sessions 1806. Taken in shorthand by Thomas Lloyd, Philadelphia, 1806. (*Commonwealth v. Pullis et al.*)

People v. Melvin, 1809, (*Trial of the Journeymen Cordwainers of the City of New York*). Yates Select Cases, 112. Also compare: *People v. Melvin*, 1810, manuscript record, *New York City Hall Recorder for* 1810, 207–16.

Trial of the Journeyman Cordwainers of Pittsburg, had at . . . the Court of Quarter Sessions for the County of Allegheny . . . December, 1815.

State v. Buchanan, 1821, 5 Har. & J. (Md.) 317 (Not a labor case, but gives an interesting summary of the doctrine of conspiracy as applied to labor disputes.)

Commonwealth of Pennsylvania v. Carlisle, 1821, Brightly's *Nisi Prius* (*Pa.*) 36.

The People of New York v. Henry Trequier, James Clawsey, & Lewis Chamberlain, 1823, 1 Wheeler's *Criminal cases*, 142.

Trial of Twenty-four Journeymen Tailors before the Mayor's Court, Philadelphia, September Sessions, 1827. (*Commonwealth v. Moore, et al.*)

People v. Fisher, 1835, 14 *Wend*, (N. Y.) 9.

Trial of the Twenty-one Journeymen Tailors of the City of New York, Court of Oyer and Terminer, 1836. (*The People v. Faulkner et al.*)

Thompsonville Carpet Mfg. Co. v. Wm. Taylor, Edward Gorman, and Thomas Norton, tried before the superior court for Hartford county, January term, 1836.

Commonwealth v. Hunt, 1840, Thatcher's *Criminal Cases*, 609–642. Tried in the Municipal Court of the City of Boston.

Commonwealth v. Hunt, 1842, 45 *Mass.* (4 *Metc.*) 111.

State v. Donaldson, 1867, 32 *N. J. L.* 151.

Master Stevedores v. Walsh, 1867, 2 *Daly*, (*N. Y.*) 1.

Snow v. Wheeler, 1873, 113 *Mass.* 186.

Old Dominion Steamship Co. v. McKenna, 1887, 30 *Fed.* 1887.

State v. Glidden, 1887, 55 *Conn.* 46.

State v. Stewart, 1887. 59 *Vt.* 273.

Crump v. The Commonwealth, 1888, 84 *Va.* 927.

Casey v. Cincinnati Typographical Union, No. 3. 1891, 45 *Fed.* 135.

Perkins v. Rogg, 1892, 28 *Wkly. Law Bul.* (*Ohio*) 32.

Oxley Stave Company v. Coopers International Union, 1896, 72 *Fed.* 695.

into a combination to advance wages or to lessen the hours of work were subject to prosecution for conspiracy. The English common law of conspiracy was never fully adopted in this country: however, the leaders of strikes were frequently convicted of conspiracy in the United States.[16]

Vegelahn v. Guntner, 1896, 167 *Mass.* 92.

Curran v. Gallen, 1897, 152 *N. Y.* 33.

Reform Club of Masons and Plasterers L. A. 706, Knights of Labor of City of N. Y. et al. v. Laborers' Union Protective Society et al., 1899, 60 *N. Y. Supp.* 388.

National Protective Association v. Cummings 1902, 170 *N. Y.* 315.

Marx & Haas Jeans Clothing Co. v. Watson et al. 1902, 67 *S. W.* 391.

[16] The first trial of this kind for which complete records have come down to us, is entitled *"The trial of the boot and shoemakers of Philadelphia on an indictment for a combination and conspiracy to raise their wages."* It was tried in the Mayor's Court in the January Sessions of 1806 and may be found in the old reports under the title of *Commonwealth v. George Pullis et al.*

The court in summing up the case said, "The common law says there may be cases in which what one man may do without offence, many combined may not do with impunity. . . . If the purpose to be obtained be an object of individual interest. it may fairly be attempted by an individual. Many are prohibited from combining for the attainment of it. What is the case now before us? A combination of workmen to raise their wages may be considered in a *twofold point of view; one is to benefit themselves, the other, is to injure those who do not join their society. The rule of the law condemns both.* If the rule be clear we are bound to conform to it *even though we do not comprehend the principle upon which it is founded.* We are not to reject it because we do not see the reason for it. . . . But the rule in this case is pregnant with sound sense and all the authorities are clear upon the subject. Hawkins, the greatest authority on the criminal law, has laid it down, that a *combination* to maintaining one another carrying on a particular object, whether *true or false* is criminal. The authority for the case of the *King v. the Journeymen Taylors of Cambridge* (1721) does not rest merely upon the reputation of Vol. 8. *Modern Reports.* There are other authorities. It is adopted by Blackstone, and laid down as the law by Lord Mansfield in 1793, that an act innocent in an individual, is rendered criminal by a confederacy to effect it. . . . In the profound system of law . . . there is often great reason for an intsitution though a superficial observer may not be able to discover it. Obedience alone is required in the present case. . . . It lays with you gentlemen of the jury to decide. . . . If you can *reconcile* it to your *consciences,* to find the defendants *not guilty,* you will do so; if not, the alternative that remains is a verdict of guilty."

The report of the jury was,—*"We find the defendants guilty of a combination to raise their wages"*. The court thereupon fined them $8 each with costs of suit to stand committed till paid. The social philosophy which decided this case is explicitly summarized in the statement of the court that "A combination of workmen to raise their wages may be either to benefit themselves, or to injure those who do not join their society" and that *"the rule of the law condemns both."*

The trial of the *Journeymen Cordwainers of New York City* in 1810 is another case in which the journeymen were indicted for conspiracy. Stripped of legal phraseology the indictment in general pertained to,—their unlawfully uniting themselves into clubs,—refusing to work with non-union men,—agreeing not to work at a lower rate.—and conspiring to impoverish their masters.

In his charge the court quoted from the case of the *Journeymen Taylors of*

It has been maintained that "the ordinary strike of itself has never been illegal in this country and was probably only illegal in England on account of the peculiar interference of the government in labor questions."[17]

But whatever the theory of our law may have been, the fact remains that special legislation by our states has been necessary to change the doctrine under which our courts held combinations on the part of labor to be unlawful conspiracies. The Pennsylvania law provides that:—"It shall be lawful for employees, acting either as individuals or collectively, or as the members

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Cambridge, 1721, that—"Journeymen confederating and refusing to work unless for certain wages may be indicted for a conspiracy, for this offense consists in the *conspiring* and not in the refusal to work and conspiracies are illegal although the subject matter of them be lawful." (8 *Mod.* 11) However, he observed that he did not mean to say, nor did the facts in the case require them to decide whether an agreement not to work except for certain wages would amount to this offense without any unlawful means taken to enforce it. The jury returned a verdict against the defendants. The court in passing sentence said the novelty of the case and the general conduct of their body composed of members useful in the community inclined him to believe that they had erred from their ignorance of the law. That the present object of the court was rather to admonish than to punish but an adjudication upon the subject being now solemnly had it was recommended to them so to alter and modify their rules and conduct as not to incur in future the penalties of the law. They were then fined one dollar each with costs. The *People of New York v. Melvin et al,* 1810, 2 Wheeler's *Crim. Cases,* (*N. Y.*) 262.

In the case of the *State of Maryland v. Buchanan* (in 1821) a case which had no special bearing on labor disputes the court (Chase, Ch. J.) in defining various forms of conspiracy declared that "A combination among labourers or mechanics to raise their wages is a conspiracy at common law and indictable although lawful for each separately to raise his wages." Perhaps this illustrates as well as anything could, how thoroughly this doctrine of conspiracy in labor disputes had taken possession of the public mind and of judicial opinion. And yet it is interesting to note that in the case of the *Commonwealth of Pa. v. Carlisle,* tried in the same year, when the tables were turned and an indictment was brought against master shoemakers for agreeing with each other not to employ any journeymen who would not consent to work at reduced wages, that the court declared,—"It would be an assumption of the question to say it is criminal to do a lawful act by unlawful means when the object must determine the character of the means." *Commonwealth v. Carlisle,* 1821, Brightly's *Nisi Prius,* (*Pa.*) 36.

For further conspiracy trials, compare: *The People v. Henry Trequier James Clarkey, & Lewis Chamberlain,* 1823, 1 Wheeler's *Criminal Cases,* (N. Y.) 142. *Commonwealth v. Moore et al.* Mayor's Court, Philadelphia, September Sessions, 1827; *People v. Fisher,* 1835, 14 *Wend,* (*N. Y.*) 9; *State v. Donaldson,* 1867, 32 *N. J. L.* 151.

Also see the list of cases cited in the Albany Law Journal, Aug. 12, 1871, with the following editorial comment: "one would not have to look very far for authorities to prove that all 'strikes' gotten up by these unions for the purpose of increasing wages are criminal offenses and subject the 'strikers' to indictment."

[17] Stimson, F. J., *Labor in its Relation to Law,* 95.

of any . . . organization, to refuse to work . . . for any persons . . . or corporations, whenever in . . . their opinion the wages paid are insufficient, or, . . . their treatment is offensive or unjust, or whenever the continued labor . . . by them would be contrary to the . . . regulations . . . of any . . . organization . . . of which they may be members . . . and it shall be lawful for . . . them to devise and adopt ways and means to make such . . . regulations . . . effective without subjecting them to indictment for conspiracy at common law or under the criminal laws of the Commonwealth."[18] Similar legislation has been passed in several other states.

Maryland has repealed the entire common law of conspiracy, in the following statute:—"An agreement or combination by two or more persons, to do, or procure to be done, any act in contemplation or furtherance of a trade dispute between employers and workmen, shall not be indictable as a conspiracy, if such act, committed by one person, would not be punishable as an offense."[19] This statute may be taken as a legal expression of the doctrine upon which our courts are acting at the present time.[20] It has taken nearly a century for labor

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[18] *Pennsylvania Digest,* 1895, 484, 2017, 2019.

[19] *Maryland Pub. Gen. Laws,* 1888, art. 27, sec. 31.

[20] Compare the following cases: *Perkins v. Rogg,* 1892, 28 *Wkly. Law Bul. (Ohio)* 32; *Reform Club of Masons and Plasterers, L. A. 706, Knights of Labor of City of N. Y. et al. v. Laborers' Union Protective Society et al.,* 1899, 60 *N. Y. Supp.* 388; *National Protective Association v. Cummings,* 1902, 170 *N. Y.* 315.

Also see the following statement from the dissenting opinion of Judge Holmes in *Vegelahn v. Guntner,* 1896, 167 *Mass.* 92. "It is plain from the slighest consideration of practical affairs, or the most superficial reading of industrial history, that free competition means combination, and that the organization of the world, now going on so fast, means an ever-increasing might and scope of combination.

"It seems to me futile to set our faces against this tendency. Whether beneficial on the whole, as I think it, or detrimental, it is inevitable, unless the fundamental axioms of society and even the fundamental conditions of life are to be changed. One of the eternal conflicts out of which life is made up is that between the efforts of every man to get the most that he can for his services, and that of society, disguised under the name of capital, to get his services for the least possible return. Combination on the one side is patent and powerful. Combination on the other is the necessary and desirable counterpart, if the battle is to be carried on in a fair and equal way.

"If it be true that workingmen may combine with a view, among other things, to getting as much as they can for their labor, just as capital may combine with a view of getting the greatest possible return, it must be true that when com-

to secure a general recognition of its rights to combine, and the final acceptance of this doctrine indicates that we have attained to a larger conception of what constitutes real liberty.

But though the ordinary strike has attained a legal status, the sympathetic strike has not. The law in taking cognizance of the intent of the action holds that sympathetic strikers have in view, not so much the improvement of their own conditions as the injury of the party against whom they conduct such strike, and, therefore, the action is held illegal. However, recent decisions of our courts seem to indicate that both the sympathetic strike and the boycott are beginning to acquire a legal status.[21]

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bined they have the same liberty that combined capital has, to support their interests by argument, persuasion, and the bestowal or refusal of those advantages which they otherwise lawfully control. I can remember when many people thought that, apart from violence or breach of contract, strikes were wicked, as organized refusals to work. I suppose that intelligent economists and legislators have given up that notion to-day. I feel pretty confident that they equally will abandon the idea that an organized refusal by workmen of social intercourse with a man who shall enter their antagonist's employ is unlawful, if it is dissociated from any threat of violence and is made for the sole object of prevailing, if possible, in a contest with their employer about the rate of wages."

[21] The tendency to admit the legality of the boycott is more evident in cases dealing with employers' associations, but several recent decisions have given clear expression to the legal right of labor organizations to employ the boycott. With reference to employers' associations see the decision of the supreme court of Minnesota in *Bohn Mfg. Co. v. Hollis et al.*, 1893, 54 *Minn.* 223, in which it was held that any man (unless under contract obligation or unless his employment charges him with some public duty) has a right to refuse to work for or deal with any man or class of men, as he sees fit; and this right which one man may exercise singly, any number may agree to exercise jointly.

Also compare the decisions of the Pennsylvania Supreme Court in 1894 to the effect that it was *not* unlawful coercion for a combination of employers to prevent dealers in supplies from selling to an employer who was not a member of their combination —and who had conceded a demand of the employers—by informing such dealers that no member of the combination would buy from them if they sold to such employer. See *Cote v. Murphy et al.* 159 *Pa. St.* 420; *Buchanan v. Barnes*, 28 *at.* 195; *Buchanan v. Kerr*, 159 *Pa. St.* 433.

With reference to boycotts by employees compare the recent decision of the supreme court of Missouri in which the legality of the boycott was upheld on the ground of the constitutional right of free speech. The court declared, "No halfway house stands on the highway between absolute prevention and absolute freedom. The rights established by section 14 can neither be impaired by the legislature, nor hampered nor denied by the courts. Nor does it in any way change the complexion of this case by reason of its being alleged in the petition 'that the defendents, and each of them, is [are] without means, and has [have] no property, over and above the exemption allowed by law, wherefrom the plaintiff might secure satisfaction for the damages resulting to it from the acts aforesaid.' The constitution is no respecter of persons. The impecunious man 'who hath not where to lay his head' has as good right to free speech, etc., as has the wealthiest man in the community. And in this connection it is to be constantly borne in mind that the principle is firmly rooted in equity juris-

The question arises,—How have we finally come to the acceptance of the doctrine that workmen have the right to combine? Is there no common basis for the apparently irreconcilable decisions?

Throughout all the maze of divergent legislation and of conflicting judicial decisions in our several states there runs a

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prudence that, though there be no remedy at law, this does not necessarily and of itself give a court of equity jurisdiction to afford relief. The authority to enjoin finds no better harbor in the empty pocket of the poor man than in the full pocket of the rich man. And such authority to enjoin can have no existence in circumstances such as the present case presents, if the Constitution is to be obeyed. If these defendants are not permitted to tell the story of their wrongs, or, if you please, their supposed wrongs, by word of mouth, or with pen or print, and to endeavor to persuade others to aid them by all peaceable means in securing redress of such wrongs, what becomes of free speech, and what of personal liberty? The fact that in exercising that freedom they thereby do plaintiff an actionable injury does not go a hair toward a diminution of their right of free speech, etc., for the exercise of which, if resulting in such injury, the Constitution makes them expressly responsible. But such responsibilitly is utterly incompatible with authority in a court of equity to prevent such responsibility from occurring." *Marx & Hass Jeans Clothing Co. v. Watson et al.* (United Garment Workers of America) 1902, 168 *Mo.* 133.

A decision recently (1901) made by Judge Tuley of Chicago in the circuit court of Cook County in the case of boycott by the Mosaic Workers Union of that city presents a striking contrast to some of the earlier cases. It seems that a certain contractor charged the members of the Mosaic Workers Union, and entered suit against them for conspiring to injure his business. The facts alleged by the plaintiff were admitted, but the construction put upon them in the complaint was denied by the defendants. They admitted sending circulars to architects, builders and contractors setting forth that the plaintiff was the only mosaic manufacturer in Chicago who had refused to sign the agreement with the union and that in consequence no union man would work for him. The circular further said "we therefore request you not to let any contract to him until he has acceded to our demands. Sympathetic strikes will result on any building where he gets a contract."

The question at issue was,—"Was there in these statements a wrongful attempt to injure the non-union contractor?" After summing up the evidence, Judge Tuley instructed the jury to bring in a verdict of *not guilty*. He declared the law bearing upon the facts to be as follows:—"The law holds that any person in competition with another may state the truth regarding the business of the other however injurious to the business of the other that truth may be. This is true of combinations and corporations as well as of individuals. The motive of making such truthful though injurious statements may be to take from the other some of his business and to add to the business of the person making those statements. The motive is a legal one. The act and the motive in this case are both legal. In other words competition is industrial welfare and injury is not the test of wrong. A man has the right to attract all the patronage he can, not only by praising his own goods, but by telling unfavorable things (provided they are true) about the goods of his rivals. He may injure them, but his method is not wrongful. The Mosaic Workers' Union simply told the truth about its relation to Davis and the consequences that would follow the letting of contracts to him. An injury may have resulted but such an injury as the union had a legal right to inflict."

unifying principle which shows the common basis for apparently irreconcilable conclusions: and this principle hinges upon the question whether the parties involved in the dispute had an eye single to the improvement of their own condition or whether they had in view the injury of the person against whom their action was directed.[22] A variety of decisions is inevitable where the law seeks, as it does here, to discover the intent and purpose of the action. Where the decision goes beyond the mere question as to the legality or illegality of the act a host of qualifying circumstances arise to modify the decision in each particular case. Moreover, the personal equation enters into the question and qualifies the decision according to the social philosophy of the court.

The history of the labor contract illustrates the changes wrought in our legal theory and our social philosophy. Under the Elizabethan statutes the individual laborer was restrained from contracting for wages higher than the amount limited by law. Under these statutes "A combination to enforce a higher rate was necessarily a combination with an illegal purpose."[23]

The reaction against excessive regulations which had outlived the form of industry thus regulated, cleared the way for the idea that the individual contract, free from all limitations by the state would emancipate labor. This was merely one phase of the individualistic philosophy of the 18th century and as a social theory it adapted itself readily to the industrial conditions which preceded the Industrial Revolution. The trend of events in industry soon compelled the state to impose limita-

[22]One of the most interesting points in the *Trial of the Boot and Shoe Makers of Philadelphia*, 1806, is that when the prosecution finally left their case with the court they rested it upon the claim that such combinations were conspiracies which in themselves were unlawful even if unaccompanyed by force, threats, or intimidation. To substantiate this claim various authorities were quoted (p. 136) and finally the claim was rested upon the common law. The court expressed the same thought in the following concise words: "A combination of workmen to raise their wages may be considered in a *twofold point of view; one is to benefit themselves, the other, is to injure those who do not join their society. The rule of the law condemns both.*" In subsequent cases we find more effort made to prove that it was not the combination to better their own condition that was unlawful but the injury accruing to others on account of their actions that subjected workmen to indictment for conspiracy; *and this distinction remains the point at issue in labor disputes to the present day.*

[23]Stimson, F. J, *Labor in its Relation to Law*, 79

tions on the right of free contract and led to the recognition of the right of laborers to combine.

In this country the position was gradually reached that laborers had the legal right to strike for the purpose of improving their own condition. But after the ordinary strike had become legal, the sympathic strike remained illegal because the law refused to recognize a solidarity of interest sufficiently great to justify a strike against an employer, against whom the strikers had no common grievance. Gradually, the recognition of a broader range of common interests is leading our courts to hold the sympathetic strike and even the boycott legal.

The varying attitude of the law toward the individual demand, the strike, and the boycott, illustrates the change which has come about in our jurisprudence. We pass from the stage where the law recognized the right of the individual laborer to demand better conditions, to the stage where it recognizes the legality of collective action on the part of small groups of laborers closely bound together in their common interests. Finally, we are reaching the point where the law is beginning to recognize the right of collective action on the part of still larger groups of laborers having fewer interests in common and acting together only occasionally for the accomplishment of some definite purpose. Almost unconsciously our jurisprudence has developed until it furnishes a legal basis for collective bargaining.

Enforcement of Collective Agreements

Responsibility of the Organization

The development of greater personal rights on the part of the individual laborer and the assumption of corporate rights and obligations on the part of labor organizations will place labor in a position to make effective use of its legal right of collective action. But there are no rights without corresponding duties. With the acquisition of new rights, labor must assume reciprocal obligations. The legal machinery necessary for collective bargaining will avail nothing unless labor organizations develop a responsibility which will enable them to fulfill

their contracts. It has long been a principle of English jurisprudence that courts will not enforce the individual labor contract. It would compromise the spirit of Anglo-Saxon liberty to allow our courts to enforce a contract for personal service. But our law provides for recovery of damages for breach of the labor contract the same as for other contracts. The only difference lies in the remedy, as it is impossible to collect damages from a propertyless man.

Now if organized labor takes general advantage of its legal right to make collective agreements, the inevitable result will be to strengthen its industrial position so that it will be able to demand better conditions of labor and a larger share of the output of industry. But with the acquisition of larger control in industry will arise the responsibility—inseparable from the right of contract—of fulfilling its part of the agreement, or else subjecting itself to action for damages for breach of contract.[24] If the group bargains as to the terms of the agreement, the group must eventually assume responsibility for the fulfillment of those terms. In the actual process of collective bargaining in the United States this responsibility is being assumed by labor organizations.[25] Certain unions have even gone to the

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[24]For cases of violation of collective agreements on the part of employers, see: *United Brotherhood of Cloak Makers v. Gurewitz, N. Y. Law Journal,* Aug. 1, 1900; *United Brotherhood of Cloak Makers v. Frank, N. Y. Law Journal,* Nov. 8, 1900.

[25]The following methods of arbitration illustrate some of the practical devices employed in securing the enforcement of collective agreements.

Arbitration Agreement between American Newspaper Publishers' Association and International Typographical Union.

SECTION 1. On and after May 1, 1902, and until May 1, 1907, any publisher who is a member of the American Newspaper Publishers' Association, employing union labor in any department or departments of his office under a contract or contracts, written or verbal, with a local union or unions affiliated with the International Typographical Union where such contracts have been approved by the president of the latter organization, as well as under all contracts in force on May 1, 1901, shall have the following guarantees:

a. He shall be protected under such contract or contracts by the International Typographical Union against walk-outs, strikes, boycotts, or any other form of concerted interference with the peaceful operation of the department or departments of labor so contracted for, by any union or unions with which he has contractual relations; provided such publisher shall enter into an agreement with the International Typographical Union to arbitrate all differences that may arise under said verbal or written contracts between said publisher and the local union affecting union employees in said department or departments, if such said differences can not be settled by conciliation.

b. All disputes arising over scale provisions relating to wages and hours in

extent of supplying union men to take the places of other union men on strike, when in the judgment of the general organization the men striking had insufficient cause for such action.

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renewing or extending contracts shall likewise be subject to arbitration under the provisions of this agreement, if such disputes can not be adjusted through conciliation.

It is expressly understood that contracts hereafter entered into by publishers with allied trades councils shall not be recognized as coming under the terms of this agreement.

SEC. 2. The International Typographical Union further agrees to arbitrate any and all differences that may arise in the mechanical departments of any newspaper, member of the American Newspaper Publishers' Association, which shall enter into an agreement to that effect; provided all departments of said newspaper under the jurisdiction of the International Typographical Union are strictly union departments and are so recognized.

SEC. 3. The question whether a department shall be union or non-union shall not be classed as a "difference" to be arbitrated.

SEC. 4. If conciliation between the publisher and a local union fails, then provision must be made for local arbitration. If local arbitration or arbitrators can not be agreed upon, all differences shall be referred, upon application of either party, to the National Board of Arbitration. In case a local board of arbitration is formed, and a decision rendered which is unsatisfactory to either side, then review by the National Board of Arbitration may be asked for by the dissatisfied party, provided notice to the other party to that effect is given within fifteen days thereafter. It shall be optional with the board to grant or deny such review as the facts in the case may warrant.

SEC. 5. In case a review is granted, as provided in section 4, the National Board of Arbitration shall not take evidence except by a majority vote of the board, but both parties to the controversy may be required to submit records and briefs, and to make oral or written arguments (at the option of the board) in support of their several contentions. They may submit an agreed statement of facts, or a transcript of testimony properly certified to, before a notary public by the stenographer taking the original evidence or depositions.

SEC. 6. Pending final decision, work shall be continued in the office of the publisher, party to the case, and the award of the National Board of Arbitration shall, in all cases, include a determination of the issues involved, covering the period between the raising of the issues and their final settlement; and any change or changes in the wage scale of employees may, at the discretion of the board, be made effective from the date the issues were first made.

SEC. 7. Union departments shall be understood to mean such as are made up wholly of union employees, in which union rules prevail, and in which the union has been formally recognized by the employer.

SEC. 8. This agreement shall apply to individual members of the American Newspaper Publishers' Association or local associations of publishers accepting it and the rules drafted hereunder, at least sixty (60) days before a dispute shall arise.

SEC. 9. The National Board of Arbitration shall consist of the president of the International Typographical Union and the commissioner of the American Newspaper Publishers' Association, or their proxies, and in the event of a failure to reach an agreement, these two shall select a third member in each dispute, the member so selected to act as chairman of the board. The finding of the majority of the board shall be final, and shall be accepted as such by the parties to the dispute under consideration.

SEC. 10. In the event of either party to the dispute refusing to accept and comply with the decision of the National Board of Arbitration, all aid and

However, it is folly to expect labor organizations to assume corporate responsibility until our law and judicial interpretation have attained to a clearer and more consistent expression of reciprocal rights and obligations under our present system

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support to the firm or employer, or local union refusing acceptance and compliance, shall be withdrawn by both parties to this agreement. The acts of such recalcitrant employer or union shall be publicly disavowed, and the aggrieved party to this agreement shall be furnished by the other with an official document to that end.

SEC. 11. The said National Board of Arbitration must act, when its services are desired by either party to a dispute as above, and shall proceed with all possible dispatch in rendering such services.

SEC. 12. All expenses attendant upon the settlement of any dispute, except the personal expenses of the commissioner of the American Newspaper Publishers' Association and the president of the International Typographical Union, shall be borne equally by the parties to the dispute.

SEC. 13. The conditions obtaining before the initiation of the dispute shall remain in effect pending the finding of the local or of the National Board of Arbitration.

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Arbitration Agreement between American Newspaper Publishers' Association and International Printing Pressmen's and Assistants' Union.

SECTION 1. On and after May 1, 1902, and until May 1, 1907, any publisher who is a member of the American Newspaper Publishers' Association employing union labor in the pressroom of his office, under an existing contract, either written or verbal, with a local pressmen's union chartered by the International Printing Pressmen's and Assistants' Union, shall be protected under such contract by the International Printing Pressmen's and Assistants' Union against walk-outs, strikes, boycotts, or any other form of concerted interferences with the peaceful operation of labor in his press rooms so contracted for by said local pressmen's union. Likewise in case of the termination of said contracts, labor in said pressrooms shall be continued by said union, and if differences arise in the framing of a new contract as to wages, hours, etc., they shall be settled first by conciliation, if possible, and if not, then by arbitration, as provided in this agreement.

Provided, The said publisher shall enter into an agreement with the International Printing Pressmen's and Assistants' Union to arbitrate all differences that may arise between the said publisher and the members of the Pressmen's Union in his employment, in case said differences can not first be settled by conciliation and mutual agreement.

SEC. 2. If conciliation between the publisher and the local union fails, then provision must be made for local arbitration. If local arbitration or arbitrators can not be agreed upon, all differences shall be referred, upon application of either party, to the International Board of Arbitration. In case a local board of arbitration is formed, and a decision rendered which is unsatisfactory to either side, then an appeal may be taken to the International Board of Arbitration by the dissatisfied party.

SEC. 3. In cases of appeal from a local board of arbitration, the International Board of Arbitration shall not take evidence, except by a majority vote of the board; but the appellant and the appellee may be required to submit records and briefs, and to make oral or written arguments (at the option of the board) in support of their respective contentions. The parties to the controversy may submit an agreed statement of facts, or a transcript of testimony

of industry. Trade unions have much to lose and little to gain from incorporation until the old bug-bear doctrine of conspiracy has once and for all been erased from our statutes and our

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properly certified to, before a notary public, by the stenographer taking the original evidence or depositions.

SEC. 4. Pending decision under such appeal, work shall be continued in the press room of the publisher, party to the case, and the award of the International Board of Arbitration shall, in all cases, include a determination of the issues involved, covering the period between the raising of the issues and the final settlement; and any change or changes in the wage scale of employees, may, at the discretion of the board, be made effective from the date the issues were first made.

SEC. 5. If in any case any number of newspaper publishers of any city forming a local publishers' association enter into contract verbal or written with the Pressmens' Union of said city under the jurisdiction of the International Printing Pressmen's and Assistants' Union, then, and in that case, such association shall enjoy all the rights and be subjected to all the obligations hereby applying to any individual publisher as noted above.

SEC. 6. Employers whose press rooms are operated by members of the Pressmen's Union under the jurisdiction of the International Printing Pressmen's and Assistants' Union, and in which press rooms disputes or differences arise which can not be settled locally, shall have the right to demand the services of the International Board of Arbitration.

SEC. 7. In like manner local unions of the International Printing Pressmen's and Assistants' Union, becoming involved in disputes with a publisher concerning the operating of the press rooms heretofore described, and which can not be settled locally, shall have the right to demand the services of the International Board of Arbitration.

SEC. 8. The words "union press rooms" as herein employed shall be construed to refer only to such press rooms as are operated wholly by union employees, in which union rules prevail, and in which the union has been formally recognized by the employer.

SEC. 9. It is understood that this agreement shall apply to individual members of the American Newspaper Publishers' Association, or publishers connected with its labor bureau, or local associations of publishers accepting it and the rules drafted hereunder, at least thirty days before a dispute shall arise.

SEC. 10. The International Board of Arbitration shall consist of the president of the International Printing Pressmen's and Assistants' Union and the commissioner of the American Newspaper Publishers' Association, or their proxies, and in the event of failure to reach an agreement, these two shall select a third member in each dispute, the member so selected to act as chairman of the board. The finding of a majority of the board shall be final, and shall be accepted as such by the parties to the dispute under consideration.

SEC. 11. In the event of either party to the dispute refusing to accept and comply with the decision of the International Board of Arbitration, all aid and support to the firm or employer or local union refusing acceptance and compliance, shall be withdrawn by both parties to this agreement. The acts of such recalcitrant employer or union shall be publicly disavowed, and the aggrieved party to this agreement shall be furnished by the other with an official document to that effect.

SEC. 12 The said International Board of Arbitration must act, when its services are desired by either party to a dispute as above, and shall proceed with all possible dispatch in rendering such service.

SEC. 13. All expense attendant upon the settlement of any dispute, except

judiciary have learned the difference between liability for the fulfillment of contractual obligations and liability for injury, incidental to the right of each party peacefully to pursue its

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the personal expenses of the president of the International Printing Pressmen's and Assistants' Union and of the commissioner of the American Newspaper Publishers' Association, shall be borne equally by the parties to the dispute.

SEC. 14. The conditions obtaining before the initiation of the dispute shall remain in effect pending the finding of the local or International Board of Arbitration.

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Agreement made by the Operators of Iowa and the United Mine Workers of District Thirteen effective April 1st, 1902, until April 1st, 1903.

At a joint conference of the United Mine Workers of America and the Iowa Coal Operator's Association held at Des Moines, Iowa, March 17, 1902, the following scale, rules, regulation and agreement were entered into and adopted for District Thirteen for the year beginning April 1st, 1902, and ending March 31st, 1903.

Resolution No. 8. The duties of the pit committee shall be confined to the adjustment of disputes between the pit boss and the miners or laborers arising out of this agreement, or any local agreement made in connection herewith, where the pit boss and said miners or mine laborers have failed to agree. In case of any local trouble arising at any mine through such failure to agree between the pit boss and any miner or mine laborer, the pit committee and the pit boss are empowered to adjust, and in case of their disagreement it shall be referred to the superintendent of the company and the miner's President of the Local Union, or local Executive Board of not more than five members, the meeting of said board not to be held while the mine is in operation and should they fail to adjust it, it shall be referred to the operator of the mine and the miner's State President, and should they fail to agree they may submit the matter to arbitration which shall be final or the matter shall be referred in writing to the Executive Committee of the Iowa Coal Operators' Association and the State Executive Board of the U. M. W. of A. for adjustment, and in all cases the miners or mine laborers and parties involved must continue at work pending an investigation and adjustment until a final decision is reached in the manner above set forth.

If any employes doing day work shall cease work because of a grievance which has not been taken up for adjustment in the manner provided herein and such action shall seem likely to impede the operation of the mine, the pit committee shall assist the company in obtaining a man or men to take such vacant place or places at the scale rate in order that the mine may continue at work. In case the mine is shut down in violation of these agreements, or any of them, the organization will at all times furnish all the men required by the operator at the scale rate to properly care for the mine.

Resolution No. 19. Any Local Union causing any mine to shut down in violation of this agreement, where the state law is not being violated, the members thereof shall be assessed twenty-five cents each, the same to be collected by the company on its pay roll and paid over to the Secretary-Treasurer of District No. 13. Any officer or any member of any committee of any local union, unless acting under instructions of his Local Union, who shall advise or encourage any employe to refuse or cease to work, where he has a right to work under this agreement, may be discharged; provided that if such officer or member of committee is acting under instructions of the Local Union, then the

own interests while involved in a labor dispute. Labor organizations must eventually assume responsibility for the fulfillment of their collective agreements or collective bargaining will become impossible: but they ought hardly to be blamed for refusing to incorporate as long as incorporation is likely to subject them to damages which could not be imposed if our courts consistently refused to recognize the worn-out doctrine of conspiracy.

Unfortunately the legal expression of rights is usually a century behind industrial conditions. However, recent decisions presage a rapid evolution of the law defining and regulating the obligations of labor contracting in its collective capacity. The further development of our law will undoubtedly make labor organizations responsible for the fulfillment of their agreements but will remove all causes of action for damages against unions, excepting such as are either expressed or directly implied in the contract under which damages are claimed. To make labor unions responsible for incidental injuries to other parties while they are peacefully seeking to improve their own condition through a strike or boycott is to place them on a different footing from individuals or other ogranizations.

"A corporation may while pursuing its own interests injure another but it is not, therefore, held responsible, and our courts ought not to hold unions responsible."[26]

Our law has finally attained to quite a consistent expression of the right of labor to combine. Its next step must be a guarantee that the right shall be effective by removing all liability for damages which are based upon the old common-law doctrine of conspiracy. With the danger of this extraordinary liability removed, labor organizations will begin to look with more favor

assessment as above shall be made. This not to apply to officers or committeemen who advise a man to leave the employ of the company.

It is agreed whenever any mine foreman or other representative of the company persists in violating the agreement, or in using abusive language to employes, without sufficient provocation, the local union shall have the right to prefer charges against said foreman or representative of the company to the Joint State Board of Miners and Operators, and if the charges are sustained, the operator agrees to remove such foreman or other representative of the company, or the Joint Board may mete out such other merited punishment as the exigencies of the case may demand.

[26] Ely, Richard T. Class room lectures on the *Distribution of Wealth*, Madison, 1898, Book 1, part 2, chap. 5, par. IX.

upon incorporation. With labor organized into responsible corporate bodies collective bargaining will be put on a firmer basis. As the representatives of mutually responsible bodies, joint arbitration and conciliation boards within the trade will be better able to adjust conflicting interests through voluntary action. Collective bargaining may thus become a strong force making for industrial peace.

Rights of the Individual Member

The question of the rights of the individual member within the organization brings us to the final test as to the possibility of developing collective bargaining along lines which shall be consistent with personal liberty. How can unions enforce their own rules without exercising a tyranny which might become inimical to personal rights? A sufficient guarantee against such a contingency seems to be the democratic government of labor organizations. Most of our older unions employ the referendum in deciding questions of policy, and provide elaborate systems of appeal for cases of individual grievances. It seems hardly probable that members would establish regulations subversive of their own personal rights in a society in which each has an equal vote.

A more probable outcome might be such a development of corporate responsibility on the part of unions toward individual members, that individual members could legally restrain officers from using beneficiary funds for strike purposes. Such a result would greatly impair the fighting strength of unions and it is probable that we shall follow the English law[27] on this point, which enables leaders to exhaust the accumulated funds of the union in times of labor war because contracts between unions and their members cannot be enforced in the courts. Yet, even this delegation of power to leaders, great as it seems, is in reality, but an expression of the collective authority of the organization and must be exercised with the greatest discretion or it becomes self-destructive. Moreover, as organizations grow in strength and stability the necessity of employing beneficiary funds for the purpose of self-preservation gradually disappears.

[27] *Trade Union Act*, 1871, 34 and 35 *Vict.* c. 31.

If the rights within the organization did not guarantee to the individual members greater privileges and strength than is possible for them to attain individually, there would not be sufficient motive for combination. The conservative, prudent action of our older trade unions seems to justify the view that the further development of labor organizations will so extend the personal rights of labor in industry, that those rights will serve their members in lieu of property rights.[28]

This idea of a development of personal rights, which shall serve as a substitute for property rights, gives us a broadened concept of personal liberty.

The development of the labor contract from the individual bargain to the collective agreement thus brings us from the stage of individual political liberty to a condition in which the individual laborer finds a higher personal liberty through associated action.

Under a system of domestic industry, political liberty seemed adequate to secure the rights of the individual in society. Anglo-Saxon constitutions and Anglo-Saxon legislation embody this principle and emphasize over and over again the importance of individual liberty. But what is liberty for one century may become tyranny for the next unless there is a constant readjustment to new conditions. The acquirement of political liberty was only one step in the evolution of the highest form of personal liberty and the complex organization of present industrial society is demanding industrial liberty as the necessary complement of political liberty.

But how is this liberty to be acquired? It cannot be bestowed as a gift by the state. The state may extend liberty through wise regulation; but real liberty is not a gift. It is a right to be won and defended by those who would enjoy it. The past century presents a struggle for the acquisition of new rights on the part of labor in order that it might gain a position where its rights should become co-ordinate with the new duties and obligations which it necessarily assumed under a complex organization of industry. Labor has insisted upon rights of asso-

[28] Adams, Henry C. *Address before the Congress on Industrial Conciliation and Arbitration*. . . . Chicago, 1894, 63–68.

ciation and the right of collective action until the force of its insistence has enacted new legislation and the weight of its argument has affected judicial decisions.

It is the alert, aggressive action of labor demanding a larger voice in the control of industry and insisting upon a broader interpretation of personal rights which must finally transform our idea of political liberty into the more comprehensive concept of industrial liberty.

But the fullest realization of industrial liberty can be arrived at only by conserving all of the rights and duties which have been acquired in the long struggle for political freedom. It is not a turning away from, but a further development of our Anglo-Saxon liberty which will bring about a more democratic industrial society. Restrictions and limitations by the state play a necessary part in the adjustment of reciprocal rights in forming the labor contract, yet they serve rather as a restraining than as a positive force. The further develpoment of personal rights including the rights of association and of collective action will tend to equalize the strength of the two parties to the labor contract and will dispose of the necessity of state interference except in so far as the private agreement affects the welfare of the general public.

The trend of events in our industrial life has modified our old conception of freedom of contract and our concept of individual liberty is being widened to embrace the individual in his social relations. The further evolution of our jurisprudence will conform to this change in our social philosophy and will define the personal rights of the individual from the broad standpoint of social obligation. Finally, the ethical sense of our people will sanction this development because it will be found in line with social well-being.[29]

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[29] von Ihering describes the evolution of the law in the following concise statement: "The end of the law is peace. The means to that end is war. All the law in the world has been obtained by strife. Every principle which obtains had first to be wrung from those who denied it; and every legal right,—the legal rights of a nation as well as those of individuals,—supposes a continual readiness to assert it and defend it. The law is not mere theory, but living force. . . . For the idea of the law is an eternal Becoming; but that which Has Become, must yield to the new Becoming." *"The Struggle for Law."* Translated from 5th German edition by John G. Lalor.

CHAPTER II

THE INDUSTRIAL BASIS

The Growth of Industries and the Organization of Labor

We have noted how the attitude of the law has changed toward labor during the past century. The question remains,—how did this change come about? What were the forces at work? How did reciprocal rights and duties between employer and employee adjust themselves under an ever changing and expanding industry? How were industrial rights on the part of labor gradually extended and how was general recognition of such rights and privileges finally won?

In the evolution of organized industrial life in the U. S. we pass from the individual workshop to large scale production and from the individual employer to the representative of consolidated industries employing thousands of men. Parallel with the growth of industries there has gone the development of collective action on the part of labor and a close analysis of our industrial history reveals more than an accidental connection between these two phenomona.

When we trace the development from individual to organized industry we are confronted at every stage with the union of employees seeking through organization to place themselves in a more advantageous position for bargaining with their employers. The relations established between employer and employee from time to time are the result of the struggle of conflicting interests. The rights secured and the obligations assumed by the two parties to the labor contract measure the relative strength of the interests involved. The conditions established are as varying as are the forms of industrial organization and one of the most significant features in our economic history is the close adjustment of the labor contract to the general features of our industrial development.

The transition from individual to associated action on the part of labor seems to follow as a necessary corollary upon the changes in our industrial organization. The organization of industry promoted efficiency in production, the organization of labor followed because the laboring man desired a larger share in distribution.

In tracing out the historical development of the rights of labor in industry, we are compelled to recognize that their industrial as well as their legal rights have been won by laborers through a continuous struggle on their part to better their own condition.[1] It is impossible to gain a clear conception of the

[1]A mass of valuable evidence bearing both on the legal and on the industrial condition of workmen is to be found in the old conspiracy trials which usually followed strikes in the earlier period of our history. Most of the older trials were printed in pamphlet form and contain not only the opinion of the court, but large portions of the testimony, and usually the arguments of the opposing counsel. The writer knows of no other source so rich in data bearing on the evolution of the labor problem in this country. Among the trials most valuable for a study of the question are:

Trial of the Boot and Shoe Makers of Philadelphia, in the Mayor's Court, January Sessions, 1806. Taken in shorthand by Lloyd, Philadelphia, 1806.

People v. Melvin, 1810, Manuscript Record, *New York City Hall Recorder* for 1810, p. 207-16. Also see *People v. Melvin,* 1809 (*Trial of the Journeymen Cordwainers of the City of New York*) Yates, *Select Cases,* 112, and *People of New York v. Melvin et al.* 1810, 2 Wheeler's *Crim. Cases,* 262.

Trial of the Journeymen Cordwainers of Pittsburg, had at . . . The Court of Quarter Sessions for the County of Allegheny . . . December, 1815.

Commonwealth. Carlisle, 1821, Brightly's *Nisi Prius, (Pa.)* 36. (Master Shoemakers).

The People of New York v. Henry Trequier James Clawsey & Lewis Chamberlain, 1823, Wheelers *Criminal Cases,* 142, (Journeymen Hatters).

Commonwealth v. Moore et al. (*Trial of the Twenty-four Journeymen Tailors* before the Mayor's Court, Philadelphia, September Sessions, 1827.)

People v. Fisher, 1835, 14 *Wend.* (*N. Y.*) 9. (Journeymen Shoemakers).

The People v. Faulkner et al. (*Trial of the Twenty-one Journeymen Tailors of the City of New York,* Court of Oyer and Terminer, 1836.)

Thompsonville Carpet Mfg. Co. v. Wm. Taylor, Edward Gorman, and Thomas Norton, Tried before the Superior Court for Hartford County, January Term 1836.

Commonwealth v. Hunt, 1840, Thatcher's *Criminal Cases.* p. 609–642. Tried in the municipal court of the City of Boston. (Journeymen Bootmakers.)

Commonwealth v. Hunt 1842, 45 *Mass.* (4 *Metc.*) 111.

State v. Donaldson, 1867, 32 *N. J. L.* 151.

Master Stevedores v. Walsh, 1867, 2 *Daly,* (*N. Y.*) 1.

Snow v. Wheeler, 1873, 113 *Mass.* 186.

Old Dominion Steamship Co., v. McKenna, 1887, 30 *Fed. Rep.* 48.

State v. Glidden, 1887, 55 *Conn.* 46.

State v. Stewart, 1887, 59 *Vt.* 273.

Crump v. The Comommwealth, 1888, 84 *Va.* 927.

Casey v. Cincinnati Typographical Union, No. 3, 1891, 45 *Fed.* 135.

Perkins v. Rogg, 1892, 28 *Wkly. Law Bul.* 32.

development of collective bargaining in the United States without an appreciation of the fact that the organization of labor constantly adjusted itself to the growth of our industries and that the enlightened self interest of workingmen led them to organize in order to secure a proportionate share of a constantly increasing output.

From the Individual Employer to Large Scale Production

Individual Workshops. Something over a century ago industry in the United States was in the domestic stage. The majority of the economic wants of our people were supplied by household industry. The wants which could not be provided for in the home itself were usually supplied by independent artisans working in their own little shops.[2]

However, evidences that the domestic stage of industry was coming to a close were everywhere at hand. Even before the Revolution there had been crude manufactures and at its close the inception of the factory system was under way. By the beginning of the last century our ship building had attained to considerable importance. Saw-mills supplied lumber for export. The iron and glass industries were established and the manufacture of textiles was beginning to be transferred to factories. Printing and publishing had also become an established industry; and in the building trades, carpenter work, stone cutting and brick making had become separate callings. Yet, practically everywhere labor and capital were still in the same hands. Free land opened a large field for industry and the scarcity of labor offered the man without property wide oppor-

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Oxley Stave Company v. Coopers International Union, 1896, 72 *Fed.* 695.
Vegelahn v. Guntner, 1896, 167 *Mass.* 92.
Curran v. Galien, 1897, 152 *N. Y.* 33.
Reform Club of Masons and Plasterers, L. A. 706, Knights of Labor of City of New York et al. v. Laborers' Union Protective Society et al., 1899, 60 *N. Y. Supp.* 388.
National Protective Association v. Cummings, 1902, 170 *N. Y.* 315.
Marx & Haas Jeans Clothing Co. v. Watson et al., 1902, 168 *Mo.* 133.

[2] The *New York City Hall Recorder* (manuscript record) furnishes much valuable data bearing on industrial relations during the latter part of the 18th and the early part of the 19th century. Although the volumes of the *Recorder* are not published prior to 1816, they are easily accessible in the new Criminal Court Building, New York City.

tunities for alternative employments. The individual laborer worked beside his employer from day to day and there were but few journeymen in any trade who could not look forward with reasonable expectation to being their own masters and managing a separate business in due time.

Under the system of small workshops the workman turned out a completed product which showed the measure of his workmanship and served to develop the creative and artistic instinct of the man. The mind which designed and the hand which executed were a part of the same personality and the complete development of the individual workman was possible. Again under this order the workman had an established place in industry. He was not dependent upon the will of others for work and the measure of his returns depended directly upon his industry and capacity. The market for disposing of his product was near at hand and the risk of loss was not great. The permanence and stability of his employment gave the artisan an established home in industry and the attendant rights made him a man of standing in his community.

During the period of individual workshops the employment relation was circumscribed by customary regulations recognized by both parties to the labor contract and the reciprocal rights of the individual employer and employee were hedged about by usages long established in the trade. The employment relation was a personal one and the interests of both parties were adequately protected by the individual labor contract. With the growth of industry, larger groups of men were employed in the same establishment. The division of labor, resulting in the co-operation of effort, bound the individual workman closer to his fellow-employee and the interdependence of laborers in the same industry increased with the size of the industrial unit. However, as long as the industrial strength of the individual workman approximated that of his employer there was little need for organized effort on the part of laborers in order to secure higher wages or better conditions of employment. It was not until concentration in industry had placed the employer in such a strong position that it was possible for him to fix the terms of employment with very little reference to the claims of his

employees, that workingmen began to see the necessity of acting together in order to secure equitable conditions in the labor contract.

Associations of workmen in the same craft for social and benevolent purposes had existed from early colonial days; but it was not until a certain concentration of industry had brought together considerable groups of laborers in the same locality that they began to exercise the functions of our modern trade unions.[3]

The beginnings of collective action on the part of labor were usually sporadic. Workingmen, having common grievances, formulated demands which they presented to employers. Occasionally the demands were acceded to, and, occasionally, when they were refused, the employees went on strike in order to gain concessions. Collective action on the part of employees in the same establishment was frequently carried on quite effectively without any regular organization, but until at least a nucleus for an organization was formed efforts to enforce demands usually resulted in failure. Such a result was almost inevitable at this stage. The demands were frequently excessive, or, at least, ill-timed. Or even if they were both just and expedient, they were more than likely doomed to defeat on account of the lack of organized means to enforce them.

With the growth of industries larger groups of laborers were gathered in the various factories and the close relationship between employer and workmen, known in former days, came to an end. Still, there was little recognition, on the part of the general public, of the changing conditions of industry and it was only in the older industries that there seemed to be a growing consciousness of diverging interests between employer and employees.

Growth of the Factory System. (About 1796—1830.) The development of our industries from 1796 to 1830 brought us from the weak beginnings well into the first stages of the factory system. Our older industries were gradually transferred from

[3]For an historical sketch of trade unions from early times see *Trial of the Journeymen Cordwainers of the City of New York*, 1809, (*People v. Melvin*), Yates' *Select Cases, N. Y.* 1811.

workshops to factories and the change from individual to organized production was well under way.[4]

The organization of industries on a larger scale changed the old conditions of employment. The individual workshop where master and journeyman had worked side by side could not compete with the factory. Under the new conditions the old customary relations between employer and employee gradually came to an end and the individual workingman came to realize that he must take a subordinate place in industry.

As the separation between the employing and employed classes became more clearly defined, the clash of conflicting interests became more frequent.[5] The interdependence of the two parties to the labor contract was not as apparent as it had formerly been and the claims of each in bargaining failed to receive that mutual consideration which personal contact in the employment relation had promoted under individual production. Under the new conditions of bargaining the relative strength of the two parties was also changed. The workingman occupied a less advantageous position because the economic strength of the employer had been enhanced by the concentration in industry. The growing size of the business unit enabled the employer to hold out with the accumulated strength of capital to back him in any dispute as to the terms of the employment contract while the individual workman found his position compromised by the lack of unity among his fellow employees.

The division of labor in the larger industries increased the interdependence of the workmen. The old vantage ground of individual production had enabled the artisan to create a com-

[4] For contemporary newspaper comment on industrial development see: *The Philadelphia Aurora,* Oct. 24, Nov. 6, and Nov. 8, 1803; *The Independent Chronicle, Boston,* Jan. 1, 1810; *The Massachusetts Spy* or *Worcester Gazette* Apr. 3, 1816; *The Freeman's Journal,* Cooperstown, N. Y., Aug. 6, 1821; *The Massachusetts Yeoman,* Worcester, Sept. 10, 1823; *The National Intelligencer,* Jan. 13, Feb. 27, and Mar. 9, 1832; *The American Daily Advertiser,* Philadelphia, Apr. 2, 1832; *The Boston Transcript,* Apr. 25, May 24, and July 8, 1833.

[5] For trials due to strikes see: *Commonwealth v. Pullis,* Mayor's Court, Philadelphia, January Sessions, 1806: *People v. Melvin,* 1810, manuscript record, *New York City Hall Recorder* for 1810, p. 207-16; *Trial of the Journeymen Corwainers of Pittsburg,* Court of Quarter Sessions, County of Allegheny, Dec. 1815; *Commonwealth v. Carlisle,* 1821; Brightly's *Nisi Prius, (Pa.)* p. 36; *The People of New York v. Trequier et al.,* 1823, 1 Wheeler's *Criminal Cases* 142; *Commonweath v. Moore et al.,* Mayor's Court, Philadelphia, September Sessions, 1827.

pleted product. Organized industry compelled him to adjust his activities to the work of the group. *The old independence of the individual artisan was lost. The new strength of associated action was yet to be found.*

The unity of purpose which had formerly inspired the individual workman to the completion of the object in hand was dissipated as far as the effort of separate employees was concerned because the task assigned to each was but a part of the whole work. The mind of the employer derived new stimulus from the unification of the various operations in his factory; the workman was confronted with the possibility of becoming an easily replaceable cog in a great organization.

Gradually from the necessities of the case laborers began to act together where the immediate interests of the group were concerned. The first attempts at collective action indicate an effort largely unconscious to regain the strength of unity in bargaining which had characterized the workman under individual production. However, concentration in our industries proceeded at such a rapid rate that the readjustment of relations between employer and employee could not keep pace with our general industrial development.[6] Under the régime of individual production, labor had occupied an established place in industry and individual bargaining secured a fairly equitable distribution of the product. Under the new order there was a growing consciousness on the part of labor that its old vantage ground was slipping away. The increased production due to better industrial organization was plainly apparent, but it was also apparent that the distribution of that product did not bring labor a proportionately increasing return. The strikes which took place from time to time and the occurrence of general "turnouts" in the larger centers of industry indicate a growing recognition on the part of the workmen that concentration in industry required concert of action on their part if their interests were to be conserved under the new conditions of production. Even in this early period the organization of labor followed closely upon the growth and concentration of industry. But

[6]For the growth of industries see: *The Independent Chronicle*, Boston, Jan. 1, 1810; *National Intelligencer*, Feb. 27, 1832; *Boston Transcript*, Apr. 25 and July 8, 1833.

the process of readjustment in the relations of employer and employee failed to keep pace with our rapid industrial development. Employers usually resented what they considered ill-advised interference with "their business" and the majority of trade dispute resulted in strikes or lockouts in which the stronger party came out first without very much reference to the merits of the controversy.

Our social philosophy also favored the stronger side in the struggle for new industrial rights.[1] It seemed wise and expedient that employers should take advantage of every means to perfect the organization of industry and secure a consequent increased production; it was not so easy for employers or the general public to understand that the organization of labor was a necessary part, an inevitable result, of industrial organization and concentration. When labor attempted to organize in order to place itself on a more equal footing for bargaining with employers, it had to meet, not only the self-interest of employers but an overwhelming public opinion which almost uniformly condemned labor organizations. Unwise and precipitate action on the part of new organizations resulted in strikes and lockouts which served to increase the tension of strained relations with employers. Old industrial relations were disturbed beyond the point of equilibrium and a period of storm and stress invariably followed the early attempts of organized labor to secure a part of the increment of organized production.

Extension of the Competitive Field. (About 1830—1861.) So long as the single establishment was the unit in industry, and competition was limited to a small field, labor organizations had little connection with members of their trade in other localities. The conditions of employment were largely determined by the individual contract, and the relations so established were but slightly modified through occasional concert of action on the part of employees.

The development of transportation and communication during the second quarter of the last century extended the limits of

[1] Compare the opinion of the Court in *The People of New York v. Trequier et al.*, 1823, 1 Wheeler's *Criminal Cases* 142, with the recent decision in *National Protective Association v. Cummings*, 1902, 170 *N. Y.* 315.

the competitive field and a corresponding expansion took place in the business unit. Industries which had before depended largely upon a local market extended their field of operations wherever transportation facilities provided opportunities for disposing of their products.

With the extension of competition over wider fields new phases of the labor problem presented themselves. The direct competition between laborers for the same employment was increased as the available supply for any given industry could be drawn from a larger territory. However, the force of this condition was largely overcome by the alternative opportunities which remained open to the laborer, particularly the large areas of free land awaiting settlement. Another condition which had a direct and immediate effect was the greater competition which developed between different establishments in the same industry. In the struggle to secure larger markets, the separate establishments found it necessary to employ all of the economies possible in the business. Wages, forming such an important element in cost, offered an inviting field in which to reduce expenses. The stage of organization reached by our older industries after they were able to utilize transportation and communication facilities is in marked contrast to the degree of organization attained by workingmen. The introduction of labor-saving inventions. the division of labor, the growth of the business unit constantly extending its operations to cover the larger competitive field created by improved transportation, all emphasized the difference in bargaining strength between the individual laborer and the employer at the head of an organized business unit. Concentration and organization in industry continued to proceed hand in hand with the extension of transportation facilities and the increasing size of the industrial unit brought larger groups of workingmen under the same management. That the organization of labor lagged far behind the organization of industry during the second quarter of the nineteenth century is plainly apparent when viewed from the perspective of the present day but it was not so apparent to either employers or workingmen of that time. However, as the limits of competition in the same trade continued to widen and the industrial unit increased in size, workingmen began to extend their organizations. Local

unions multiplied in the older crafts, and, in the early thirties, the separate organizations in the various trades in the same localities began to unite for common action.

In the period from 1830 to 1860 there was not only an increasing number of unions organized in newly developing industries but the older unions were gradually extending their sphere of influence and were becoming factors which employers had to reckon with in determining the conditions of employment. Employers occupied with the extension of their business over a larger competitive field scarcely realized the augmented strength of their own position in relation to their workingmen, and with competition bearing heavily upon those who had before been secure in the possession of a local market, conditions seemed to offer difficulties enough without the addition of labor troubles. They resented the interference of their employees in "their own business" and frequent strikes and lockouts bear testimony that the rapid concentration in industry had failed to give opportunity for the adjustment of the employment relationship to the new industrial conditions. On the other hand the laborers had no plan of organized collective action to bear against the new forces which confronted them. In earlier decades they had been wont to strike in single shops and in cases of common grievances had even conducted general turnouts. But at this stage collective action on the part of workingmen was still conditioned by the limitations of local organization while the industrial unit in which they found employment was extending its operations over territorial and even national competitive areas.

The opportunism of trade unionism was baffled by the new situation for the power of the local labor organization was outclassed at practically every point by the strength of the organized industrial unit. A half-conscious recognition on the part of workingmen that their interests failed to receive adequate consideration began to impress itself upon the thought of the time.[8] Recognizing the limitations of their local trade organi-

[8] Contemporary books and pamphlets reflect renewed interest in the labor question. See: *Facts for the Laboring Man by the Laboring Man*, Newport, 1840; *Reply to Brownson's Article on the Laboring Classes*, Cambridge, 1841: Shaw, F. G. *The Organization of Labor and Association*, N. Y. 1847. Aiken, J. *Labor and Wages at Home and Abroad*, Lowell, 1849; Kellogg, E. *Labor and Other Capital: The Rights of Each Secured and the Wrongs of Both*

zations without fully understanding the new conditions of industry, leaders of workingmen's societies at this time began to advocate united action for the purpose of social and political propaganda.

This was one phase of the movement toward a broader realization of democracy which so peculiarly characterized the third and fourth decades of the past century. The wave of moral sentiment and altruistic feeling which swept over our people in that period and strengthened the protest against slavery was thus reflected in the labor movement of the time. Various cooperative experiments interested the general public and the propaganda of idealists wakened a consciousness that social and industrial conditions demanded improvement, but the universality of view entertained by the social reformers of the time deprived them of the advantage of a distinct and definite aim and it remained for organized labor to better conditions of employment by striking for shorter hours and higher wages.

The agitation for shortening the work day spread over the New England states and over New York, Pennsylvania, and New Jersey. That there was need for this reform is evident from the fact that the work day in general remained "from sun to sun," and there were numerous cases where it was even longer. An interesting resolution bearing on excessive hours was adopted in 1846 by the factory operatives of Peterboro, New Hampshire, who resolved:—"That although the evening and the morning is spoken of in the Scripture, yet in that book no mention is made of an evening in the morning. We therefore conclude that the practice of lighting up our factories in the morning, and thereby making two evenings in every twenty-four hours, is not only oppressive but unscriptural."[9]

Continuous agitation had secured the adoption of the ten-hour day in the government workshops in 1840, but in private industry the prevailing hours of work remained from sun-rise to sun-set. However, the continued agitation of social reformers and the increasing number of successful strikes were beginning to

Eradicated, N. Y. 1849; *Address of the Ten Hours State Convention Held in Boston*, Sept. 30, 1852; Dixon, J. *American Labor; Its Necessities and Prospects*, N. Y., 1852.

[9] McNeill, George E. *The Labor Movement*, ——, 107

have their effect on public opinion. The changing attitude appears in the newspaper comment[10] and in the pamphlet literature of the time. In 1835 a combination of Schuylkill merchants, who pledged themselves not to hire laborers unless they agreed to work from sun-rise to sun-set and at a rate not exceeding $1.00 per day, was condemned by a writer of the time on the ground that combinations on the part of employers were as wrong as those of workmen.[11] That the public were also becoming more sympathetic toward workmen on strike is indicated by the following quotation from the Rochester *Democrat* in 1837: "The excitement among our laborers continues. About 150, yesterday, proceeded to the corps of workmen engaged on the east side of the river . . . and requested them to stop work. They immediately did so, throwing aside their shovels and pick-axes. There is a settled determination among the laborers neither to comply with the terms of the contractors themselves nor to allow others to do so. They cannot be censured for refusing to work fifteen hours for six shillings.[12] In a strike of the mill operatives of Salisbury, Massachusetts, in 1852, the strikers had the sympathetic endorsement of John G. Whittier, T. W. Higginson, and other men of influence. In connection with the greater consideration which laborers were beginning to receive at the hands of the general public there is also a noticeable change in the tactics adopted by employers to break the demands of their workmen. Conspiracy trials could no longer be depended upon to convict striking employees as a matter of course,[13] and the labor press was beginning to give expression to the claim of workmen that they were entitled to some voice in determining the conditions under which they sold their

[10] For comment favorable to workingmen see the *New York Evening Post*, June 1, 1836; and the *Public Ledger*, June 2, and July 14, 1836.

[11] New Jersey, Bureau of Statistics. *Report*, 1885, 272.

[12] *Niles Register*, July 8, 1837.

[13] For a more liberal line of judicial decisions see: *Thompsonville Carpet Mfg. Co. v. Wm. Taylor, Edward Gorman, and Thomas Norton*, Tried before the Superior Court for Hartford County, January Term, 1836.

The people of New York v. Jonathan H. Cooper, Kennith Defries, Frederick Brush, Robert B. Lawton, Elisha Babcock, Herman Stoddard, John Marcellus, and Sidney Wandle, (Trial of the Eight Journeymen Cordwainers at Hudson, N. Y.) Court of General Sessions, June, 1836.

Commonwealth v. Hunt, 1842, 45 *Mass.* 111.

labor.[14] Employers could not escape the contagion of the new spirit. They felt the necessity of a new basis of vindication for their part in labor disputes and from this time on we hear much of "the right of the employer to run his own business" and the folly of submitting to "outside dictation" in managing "his own affairs." This new attitude was taken in the strike of the Salisbury mill operatives, before alluded to. A conciliatory letter proposing a compromise on the part of the operatives was thus answered by the mill agent: "I cannot consistently accept the proposition . . . for a settlement of the difficulties now existing. . . . The company in whose behalf I act cannot allow any dictation in regard to the rules and regulations by which they will be governed in the management of their mills; and deprecating, as they do, all combinations by the operatives to resist their authority, . . . they have come to the conclusion that when the machinery is started, be it now or at any future time, it must be by men who have had no participation in the late movements to resist their authority."[15] The operatives finally found other employment and the mill owners reopened their factory with foreign laborers. We have here a case where the operatives were too independent to submit and the employers were strong enough to resist the demands of their workmen, but not without great financial loss and the serious crippling of their business.

Numerous strikes for shorter hours and better wages,—and occasionally for the enforcement of union rules,—continued throughout the fifties. Sometimes the strikers were successful, but more often they were unable to enforce their demands. But more important than any immediate success as regards hours or wages was the development within the trade unions themselves.

We have already noted the tendency which appeared in the early thirties, toward a closer union of the various trade organizations in the same locality. "The General Trades-Union of

[14] See the *National Laborer* for June 18, and 25, 1836 for criticisms on the decision of the Court in *The People v. Faulkner et al.* (*Trial of the Twenty-one Journeymen Tailors of the City of New York*, Court of Oyer and Terminer. 1836.)

[15] Massachusetts, Bureau of Statistics of Labor, *11th Annual Report*, 1880. *Strikes in Massachusetts*, 1830–1880, *Reprint*, 13.

the City of New York" was active in 1833,[16] and a general trades-union of the mechanics of Boston was formed in 1834.[17] Associations including the workmen within wider limits also appeared at this time. The "New England Association of Farmers, Mechanics, and other Workingmen" was organized in 1831,[18] and the "New England Workingman's Association" in 1845.[19] Other organizations of a similar character sprang up all over the northern states, and in 1845 representatives from the "New England Workingmen's League," the "National Reform Association of New York," and other similar organizations, met in an "Industrial Congress" in New York.[20] But while these general associations served a useful purpose in bringing workingmen and social reformers together, and enabled them to act together in the interests of social and political reform, this form of organization was adapted rather to political than to industrial cooperation, and as the development of transportation and communication widened the limits of the competitive field in the same industry, the necessity of a closer union of the local organizations in the same trade made itself felt.

The adjustment of disturbed relations between employer and employee in industries which extended their operations over wide competitive areas brought workingmen to a realization of their close interdependence upon each other. This conviction held largely unconsciously was reflected in the development of labor organizations. From the early fifties until after the Civil War the most characteristic feature of the labor movement was the federation of local bodies into organizations covering larger territorial areas. The general outlines of this development indicate the organization of labor along lines which enabled it to approximate to a limited degree the previous concentration in industry. This was shown more especially in the rapid evolution of national labor organizations through the federation of local unions based upon the idea of trade autonomy,

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[16] Ely, Richard T. *The Labor Movement in America*, 43.
[17] McNeill, George E. *The Labor Movement* —— 82.
[18] Ely, Richard T. *The Labor Movement in America*, 50.
[19] McNeill, George E. *The Labor Movement* . . . 101.
[20] Ibid. 104.

thus bringing within a unified jurisdiction groups of laborers engaged in similar industries within possible competitive limits. The movement toward the organization of national and international trades-unions is illustrated during the fifties by the formation of many strong societies. A "National Convention of Journeymen Printers" met in New York in 1850. The following year they met again, and in 1852 they formed the permanent organization now known as the "International Typographical Union." The "National Trade Association of Hat Finishers" was organized in 1854,[21] the "National Cotton Mule Spinners Association of America" in 1858,[22] and the "National Union of Iron Molders" in 1859.[23] Other trade organizations which had reached considerable memberships followed the example set by these unions and united into national associations. It is interesting to note how the older trades first attained to national organization; we shall find later on that they also led in the development of boards of arbitration and conciliation, and, eventually, in developing systems of collective bargaining.

The period closing with 1860 was a period of weak organizations. For three decades there had been a considerable development of trade-unionism, but the transference of production from the workshop to the factory had gone on with such rapid strides that the consequent changes in the relative strength of employer and employee left the latter in an unfavorable position. The conditions of employment were usually fixed by the employer, and the continuous struggles of workmen to better their own condition were generally unsuccessful and frequently resulted disastrously to their unions. However, the series of unsuccessful strikes had taught the necessity of closer cooperation. Instead of being baffled by continuous defeats the unions of the time evolved the National form of trade organization and thus put themselves on a basis for collective action in future disputes.

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[21] *National Trade Association of Hat Finishers' Proceedings* —— *Special Convention* —— 1882, 1.

[22] *National Cotton Mule Spinners Association of America, Constitution and General By-Laws*, 1890, 1.

[23] Sylvis, William H., President of the Iron Molders' International Union, *Annual Report.* In *Proceedings of the Eighth Annual Session* . . . 1867, 10.

Development of Large Industries (About 1861–1886.) The concentration of our industries in large establishments proceeded at a rapid rate during the Civil War. The adoption of improved machinery, to take the place of labor withdrawn by the war, necessitated a greater division of labor and the reorganization of separate industries on a larger scale. The development of transportation and communication had widened the limits of the competitive field, and the concentration of wealth had put large masses of capital under the same management. Employers of labor had great resources at hand and great interests at stake. On the other hand, the men who had returned from the war to take up work in shop or factory were more than ever ready to wager a trial of strength to gain new concessions from their employers. Labor organizations increased rapidly in membership. The New York *Tribune* of April the thirtieth, 1867, estimated that there were 30,000 men in "workingmen's societies" in New York City alone, and that Brooklyn and other adjoining towns would furnish 20,000 more. The organization of labor in other industrial centers kept pace with the movement in New York City.[24]

From 1860 on, the distinction between organizations holding to trade autonomy and those including members of all crafts, in the same Locals, became marked. After the war there was again a tendency toward labor organizations based upon the idea of political and social propaganda for the advancement of the working classes and numerous labor orders and societies of this nature sprang into existence. The remarkable concentration of industry during and immediately following the Civil

[24] Wide-spread interest in labor questions is reflected in contemporary pamphlets and books. See: *Hours of Labor, North American review,* January, 1866; *The Labor Question, Extracts, Magazine Articles, and Observations Relating to Social Science and Political Economy as Bearing upon the Subjects of Labor, Trades-Unions, Co-operative Societies,* Chicago, 1867; Winn, A. M. *Address before California Mechanics' State Council,* June 3, 1870, on the *Eight Hour Law,* San Francisco, 1870; Johnson, S. *Labor Parties and Labor Reform,* Boston, 1871; *Address from Friends of the Workingman,* Boston, 1872; Green, B. E. *The irrepressible Conflict Between Labor and Capital,* Phila. 1872; Larned, J. N. *Talks about Labor, and Concerning the Evolution of Justice between the Laborers and the Captalists,* N. Y. 1876; Hughes, T. *The Labor Question and Other Vital Questions,* N. Y. 1877; Kilgore, D. Y. *Oration July 4, 1879, at the Eight Hour Demonstration, Philadelphia,* From *"The Trades,"* Philadelphia, Nov. 8, 1879; McAuleff, J. *Address on Labor against the Eight Hour Movement,* From *Chicago Times,* Sept. 1, 1879.

War brought organized labor face to face with new aggregations of power with which it seemed inadequate to deal. The storm and stress of the occasion thwarted the aims of the opportunist for industrial amelioration; the time for the idealist with far-reaching plans of social regeneration was rife. Accordingly the idea of trade autonomy was for a while eclipsed by the numerical strength of those who emphasized the idea of the solidarity of labor and who hoped to secure better conditions through general political and social agitation. A large number of societies holding to the latter idea made their influence felt in the period following the war, but by 1880, the Knights of Labor were the only ones which retained any considerable membership.[25]

The general philosophy and aims of these labor orders is shown in a long preamble to the Constitution of the Sovereigns of Industry which reads in part as follows: "The laboring classes include the most numerous part of the people in civilized society. On their toils and worth the social welfare of society ultimately rests. Their redemption from wrong and suffering is of corresponding importance. . . . Therefore knowing that in society as well as in nature, the organized forces and elements appropriate and control the incoherent ones, that power is not only wielded but engendered by union and cooperative exertion, we institute the Order of the Sovereigns of Industry, for the purpose of overthrowing these evils, elevating the character, improving the conditions, and, as far as possible, perfecting the happiness of the laboring classes of every calling, and thus doing our part toward the redemption of the world. The Order will aim to cultivate in its members generous sympathies, soundness of thought, comprehensiveness of policy, and a supreme respect for the rights of others, with an inflexible determination to maintain their own, while for labor it will seek to secure full and free opportunites. . . . We wage no war with persons or classes, but only with wrongs, discords, and hardships, which have existed too long. . . . We abhor every scheme of arbi-

[25] Among the organizations of this kind may be mentioned: The National Labor Union, the National Union of Farmers and Mechanics and all Laborers, the Industrial Brotherhood, the Sovereigns of Industry, and the Junior Sons of '76.

trary agrarianism or violence; and shall use only such instrumentalities as are sanctioned by demonstrated principles of moral philosophy and social science, the universal interests of humanity, and a philanthrophy . . . above all distinctions of class, sex, creed, race or nationality."[26]

There can be no doubt but that these organizations were adapted to political agitation and to general social reform, and this seems to have been the object of many of the "labor orders" which sprang into existence soon after the Civil War. While this was all very well, the times demanded an extension of specific industrial rights for laborers, and, to secure these, the organizations holding to the lines of trade autonomy had the more efficient organizations. With concentration in industry organization based on trade autonomy is necessary for effective systems of collective bargaining and, throughout all the varying phases of trade-unionism in the United States, collective bargaining is the point toward which organized labor has been tending. Accordingly as the lines of industrial organization became more clearly defined and as labor disputes brought employers and employees in the same industry face to face with specific conditions there was a gradual extension of the old idea of organization based upon trade autonomy.

From 1860 to 1881 the work of organizing local into National and International unions went on. Among the organizations so established during this period were:—the Brotherhood of Locomotive Engineers, founded in 1863; the Cigar Makers' National Union, organized in 1864; the Glass Bottle Blowers' Association, and the Bricklayers' and Masons' International Union, both established in 1865: the Order of Railway Conductors, instituted in 1868; the Brotherhood of Locomotive Firemen, and the German-American Typographia, both dating from 1873; the National Union of Horseshoers, founded in 1874; the National Marine Engineers, established in 1875; the Amalgamated Association of Iron and Steel Workers, formed in 1876; the Granite Cutters' National Union, organized in 1877 and the Flint Glass Workers Union, established in 1878. The establishment of the Federation of Organized Trades and Labor Unions in

[26] *Sovereigns of Industry, Constitution* 1874, 1-2.

1881 gave a further impetus to the organization of national and international unions. The Brotherhood of Carpenters and Joiners and the International Brotherhood of Boiler Makers and Iron Ship Builders were formed in 1881, and the Operative Plasterers' International Association in 1882. The Brotherhood of Railroad Trainmen, the Journeymen Tailors' National Union, the Lithographers' International Protective and Beneficial Association, the International Wood Carvers' Association, and the Mosaic and Encaustic Tile Layers all date from 1883. In 1886 the Order of Railroad Telegraphers, the Switchmen's Mutual Aid Association, the Metal Polishers' Buffers', and Platers' International Union, the Bakers' and Confectioners' International Union, and the United Brewery Workmen were added to the list of trades organized into national or international bodies. Other trade organizations might be added to the list given; those named suffice to show that the two decades following the Civil War saw not only the development of large industries which extended their operations over the entire national area but that workmen were also beginning to recognize the necessity of broader organization.

The characteristic feature of the labor movement during the two decades following the Civil War was the intense bitterness excited in strikes[27] in which each side insisted on enforcing one-sided demands. With the captains of industry strong in the vantage ground in which the trend of events had placed them, and organized labor strong in the confidence which invariably follows new organization, there was bound to be a clash of interests. An epidemic of strikes and lockouts broke out all over the United States and until well into the eighties a period of storm and stress held sway in most of our industrial centers. The most serious troubles were the strikes in the coal mining regions of Ohio and Pennsylvania which continued almost without interruption from 1869 to 1881, and the great railroad strikes of 1877. Riot, and destruction of lives and property,

[27] Pennsylvania, State Legislature, Joint Committee appointed in 1878 to "examine into all the circumstances attending the late disturbances of peace . . . known as the railroad riots . . .". For extensive extracts from the report of this committee see Pennsylvania, Bureau of Industrial Statistics, *Report*, 1880-81, 322 ff.

and the intervention of the military power of the states and the federal government figured in these labor troubles and made them the most disastrous as well as tragic of any in our history.[28] But even in the less disastrous strikes and lockouts there was an intensity of feeling and a determination on both sides to win at any hazards which would stamp this period as one of industrial turbulence even were the mining and railway troubles eliminated. Disputes which resisted all attempts at settlement until they resulted in the destruction of the local union or the bankruptcy of the employer were of frequent occurrence.

In 1863, a wool hat manufacturer of Brooklyn became a bankrupt through his efforts to break up the local union of the Wool Hat Finishers' Association.[29] On the other hand, in the same year, manufacturers in Lynn and Charleston, Massachusetts, succeeded in breaking up the local unions of the Morocco Finishers who had gone on strike for the purpose of enforcing union rules. In 1867, the local union of Iron Molders at Pittsburg was completely broken up. Endorsed by the Molders' International Union they went on strike against a 20 per cent reduction in wages. Donations to the amount of $40,000.00 from the International Union and from outside sources enabled them to hold out, and they expended $18,000.00 in building a foundry to be run on the cooperative plan. The enterprise was a failure and at the end of nine months they returned to work for their old employers on the condition that they would sever all connection with their union.[30] In a strike of coal miners at Braidwood, Illinois, in the same year, Bohemians and Italians were imported to take the place of the strikers;[31] and in 1870, in a shoe factory in North Adams, Massachusetts, the proprietor

[28] For contemporary statements see: Dacus, J. A. *Annals of the Great Strikes in the United States; a Reliable History and Graphic Description of the Causes and Thrilling events of the Labor Strikes and Riots of 1877*, Chicago, 1877; Martin, E. W. *History of the Great Riots: Being a Full and Authentic Account of the Strikes and Riots on the Various Railroads of the United States in the Mining Regions . . . together with a Full History of the Mollie Maguires.* Philadelphia, (1887); *Philadelphia and Reading Railroad Co. Statement to the Public*, 1877.

[29] McNeill, George E. *The Labor Movement*, 394.

[30] Massachusetts, Bureau of Statistics of Labor, *Eleventh Annual Report* 19.

[31] McNeill, George E. *The Labor Movement*, 258.

imported Chinese to take the place of his former employees who insisted on belonging to the Order of St. Crispin, a strong organization of boot and shoe workers at that time.[82] These illustrations are merely typical of hundreds of disputes which were being waged in practically every large industry in the country. The records of the Sons of Vulcan show that there were 87 legalized strikes within their jurisdiction from 1867 to 1875. From 1871 to 1875 there were 78 strikes under the auspices of the Cigar Makers' International Union; and in his annual report for 1879, the president of the Amalgamated Association of Iron and Steel Workers said:—"The history of the association furnishes no parallel to the past year for strikes and disputes. We have not been without a strike for a single day in the year." There is no doubt but that both parties to all of these controversies have sufficient grievances to justify their action in their own eyes. Meanwhile the general public suffered.

The strikes and lockouts which characterized this period were mainly fought out in industries which had advanced to a marked degree of concentration. Gradually the working men learned the necessity of adjusting their organizations to the exigencies which confronted them and the development of strong trade unions to offset the strength of the employer at the head of a consolidated industry finally brought the contending parties to the point where sheer exhaustion compelled them to meet each other in a business-like way for the settlement of disputes in joint conferences. Through hard-earned experience the mutually exhausted parties began to reach the stage where they were able slightly to appreciate each other's view-point. Even in the early part of this period the uncompromising attitude of employers and employees occasionally gave way to reason and mutual concessions, and we can trace back many of our systems of collective bargaining to their small beginnings, in the appointment of conference committees during this period of storm and stress.

The various devices which had been adopted before 1886 to secure concert of action between employers and employees served

[82] Massachusetts, Bureau of Statistics of Labor, *Eleventh Annual Report*, 28.

to open the way for the systems of collective bargaining which have been developed since that time. The Federation of Organized Trades and Labor Unions,[33] established in 1881, also helped to strengthen the separate unions in their efforts to combine the workmen of the several trades into effective organizations for collective action.

It must not be forgotten that the systems of collective bargaining established before 1886 were of a tentative, rather than of a permanent, nature. But the important thing to consider is that our older industries had reached the stage where it was possible for representatives of employers and employees to confer with each other in a business-like way. A feeling of mutual respect and a willingness to make mutual concessions was also coming into evidence and presaged the possibility of more harmonious relations for the future.

Testimony to this new spirit in industry was given by Abram S. Hewitt, vice president of the Iron and Steel Manufacturers' Association, in a lecture which he delivered in Cincinnati in the spring of 1882. In speaking of labor organizations, Mr. Hewitt said:—"Labor is thoroughly organized and marshalled on the one side, while capital is combined on the other. . . . The contending forces are thus in a condition to treat. The great result achieved is that capital is ready to discuss. It is not to be disguised that until labor presented itself in such an attitude as to compel a hearing, capital was not willing to listen, but now it does listen. The results already obtained are full of encouragement: the way to a condition of permanent peace appears to have been opened."[34] Mr. Hewitt's statement presented a concise view of the position to which labor and capital had attained in our older industries; but it was far from representing the condition of affairs on the whole. Similar contests to those which had been fought out by the older unions continued in industries which were still in an earlier stage of development. However, the development of boards of arbitration and conciliation within the trade proceeded at such a rapid rate in our older industries that the movement toward col-

[33] Reorganized as the American Federation of Labor in 1886.
[34] Quoted in the *Cigarmakers Official Journal*, April 15, 1882.

lective action and the development of systems of collective bargaining became the characteristic features of the labor movement for the next two decades.

Larger Scale Production. (About 1886–1902.) The last two decades of the 19th century were marked not only by continued concentration in industry, but also by the integration of allied industries into consolidated business units. The effect upon labor organizations early became apparent. The concentration of industry into larger and larger business units extending over constantly widening competitive areas favored the organization of labor along the lines of trade autonomy and resulted in the formation of national and international unions. This form of organization protected both employers and employees from competitive pressure where both parties felt it keenly. On the side of labor widely extended organization based on trade autonomy lessened the competition of workingmen in the same employment while for competing employers conditions were more nearly equalized as regards the cost of labor.

After 1886 marked progress was made in perfecting the systems of collective bargaining established in our older industries and joint conference committees also developed in some of our newer industries which have shown a tendency toward rapid concentration or which employ large bodies of workmen under the same general management. Where the conditions of industry admit of wide-reaching organization and collective action on the part of both employers and employees local systems of collective bargaining have shown a tendency to develop on a national scale. If the history of our older industries has any significance it is only a question of time until the informal conferences and the temporary arbitration committees now found in our newer industries will develop into regular joint conference systems.

We thus pass from the stage of individual industry and individual contract to the stage in which reciprocal rights and obligations in the employment relation are largely determined through wide-reaching systems of collective bargaining.

Gradually, the stage of individual industry has given way

to that of organized industrial activity. More slowly the individual labor contract is giving way to the collective agreement. Still more slowly, but yet withal surely, an awakening public conscience is beginning to recognize that ethical ideals in industry can be realized only when reciprocal rights and obligations between employer and employee are constantly adjusted to an ever changing and expanding industrial life.

CHAPTER III

FROM INDIVIDUAL TO COLLECTIVE BARGAINING

Stages in the Development of Collective Action

Summary of the General Movement

The close connection between the change from the individual workshop to large scale production and the change from the individual contract to collective bargaining is apparent even in a brief survey of our industrial history.

The general features of this development are at times plainly outlined by a succession of events all tending to emphasize the prevailing tendency of the period. Again they are obscured by a mass of divergent interests and conflicting phenomena which seem to defy any attempt to characterize prevailing conditions. Yet throughout all the succession of events there is found active the principle of organization which gradually transformed a simple domestic system into a complex industrial society.

The successive stages in the development of collective action between employer and employee attain a new significance when viewed from the standpoint of the evolution of industry. Viewed from this standpoint we no longer look upon industrial society as fixed in rigid grooves of custom and tradition but as responding to forces which bring about constant modification. In the process of adjustment the stress of the occasion may cause the destruction of worn-out forms and inadequate philosophies, but adjustment is the price which must be paid for the sake of a more complete economic life.

In the evolution from a simple to a complex economic life, industrial society in the United States has had ample opportunity to test its capacity for adjustment to changing conditions. That this adjustment has at least in art taken place, a brief sum-

mary of changes affecting the employment relationship will indicate.

Customary Regulation. Beginning with the period of individual workshops under domestic industry, the employment relationship was defined by the individual contract. Customary regulations protected the interests of master and workman and the rights and obligations of each were usually adjusted in the light of reciprocal advantage.

The Beginnings of Organization. (About 1796—1830.) With the growth of the factory system and the consequent organization of our industries on a larger scale, the old personal relationship between employer and employees gradually disappeared. Competitive conditions began to bear heavily upon employers and the reduction of wages offered a tempting field for economies in production. Employers inclined to continue customary conditions had to meet the competition of other employers in the sale of their product, while the workman long secure in the market for the sale of his labor began to feel the pressure of the competition of workers available from larger competitive areas. This two-sided competition changed the old condition of production and disturbed the customary relations between employer and employee. Confronted with the new conditions, the workmen of the time sought to realize some of their old time strength and importance by united action against common grievances. Largely unconsciously to meet the exigencies of particular occasions, workingmen developed the rudiments of organization. The development of labor organizations as militant bodies for the purpose of securing a larger share in distribution can usually be traced in particular employments to periods in which customary conditions were disturbed by concentration in industry.

Weak Organizations. (About 1830—1861.) The extension of the competitive field through the development of transportation and communication widened the scope of operations for the successful employer while the relative position of employees in such industries was weakened. The subsequent organization of local into national bodies on the part of trade unions again

helped to equalize conditions in our larger industries and put labor into a more advantageous position for bargaining with employers.

Organization and Conflict. (About 1861—1886.) The rapid growth of industries after the Civil War and the consolidation of separate plants into single business units confronted labor unions in their efforts to secure a larger share of the output. With strong organizations on both sides a period of storm and stress invariably followed the attempt of either side to gain any advantage. New factors which made conditions more difficult for both sides were also making themselves felt in industry. Employers were hard pressed by ruinous competition in prices, while laborers were threatened with a lower standard of life from the pressure of foreign immigration. The difficulties of the situation led employers to resist what they deemed untimely "interference with their own business" by labor organizations while employees backed up their demands with wide-reaching strikes. The uncompromising attitude of both sides in the employment relationship resulted in strikes and lockouts which characterized this entire period as one of unusual industrial turbulence. Employees denounced combinations of capitalists for "conspiring to destroy labor." Employers refused "recognition" to unions which were constantly growing more insistent in their demands.

Recognition. (About 1886–1902.) Nevertheless, organization on both sides continued and, finally, after each side had learned the strength of the other through hard-earned experience, the two parties to the labor contract reached the point where they were ready to treat with each other on a basis of mutual respect. Joint conference systems developed in numerous industries which had reached the stage of large scale production,—wide-reaching industrial organization on the part of employers gradually bringing them to the view-point where they were willing to concede a measure of organization to employees.

A striking feature of the last two decades of the nineteenth century was such an extension of labor organization over wide competitive areas that employers were in their turn outclassed

in many industrial disputes on account of the compact organization of entire groups of laborers in similar industries. This wide-reaching organization of employees bound together by various ties of amalgamation and federation encouraged a corresponding development of employers' associations organized for the express purpose of meeting the strength of organized workingmen in determining the conditions of employment. This final development of federated groups of labor, organized primarily along the lines of trade autonomy with a secondary organization of groups of allied workers in the same industry for the purposes of collective bargaining, brings us to the most characteristic tendency of the labor movement of the present day. However, a comparative analysis of labor organizations in different industries brings us face to face with the fact that it is only in our older industries that this complex form of organization has been quite generally evolved.

Comparison of Trades in Various Stages

The various forms of collective action existing in our industries at the present time portray every stage of development. Certain trades are entirely unorganized, others have reached the stage of strong local organization, while still others have developed collective bargaining upon a national scale. In a still further stage of organization are those complex systems whether local or national in which the form of bargaining has united the characteristic features of both trade autonomy and industry autonomy into a federate or group autonomy. This method of bargaining, adapting itself to the prevailing form of organization in industry, is found especially well developed in the printing and in the building trades.

In the printing trades the splitting off of specialized groups of workmen from the parent body of the International Typographical Union gave rise in turn to separate unions for printing pressmen, for bookbinders, and for similar groups. These special organizations while having many separate interests, still retain many matters in common with other crafts in the printing industry and on the basis of these common interests they have entered into agreements in which common interests are

settled while separate matters are left for separate adjustment by each craft.

In the less specialized stage of printing, one organization based on the idea of trade autonomy was inclusive enough to unite practically all the workmen in the industry. With the separation of processes in the trade new crafts arose and on the basis of common interests new unions were formed; but the industry itself, while constantly differentiating into various departments, still presented business units within which the various processes were grouped under unified ownership, and so the separate unions formed on the ground of the differences in their several crafts were obliged to re-unite to meet the strength of common employers in bargaining.

This development in the printing industry shows trade autonomy and industry autonomy merging into a more complex group autonomy in which the principles of both ideas are united for effective collective bargaining.

The building trades afford another illustration of the organization of labor primarily along trade autonomy lines with a secondary organization of groups of allied trades into councils which aim to cover the main operations in the entire building industry in a given locality.

The printing and building trades are merely typical illustrations of labor organizations adapting themselves to complex conditions. Where industrial organization has become highly specialized and complex, trade autonomy and industry autonomy have shown a tendency to merge into the more highly organized form of group autonomy.

Among other wide-reaching systems of collective bargaining are those found in the metal and machine working trades; in transportation; in mining; in the glass and pottery trades; in wood working; in the textile, clothing, and allied trades; in cigar making and tobacco working; in retail clerking; and in about a score of miscellaneous trades the chief of which include the following workmen: bakers and confectioners, brewery workmen, butchers and meat-cutters, electrical workers, hotel employees and bar tenders, leather workers, stationary firemen, horse shoers, team drivers, letter carriers, stage employees, musicians, and newspaper writers.

The systems of bargaining for these various groups differ as greatly as do the industries within which they are found. Confronted with this fact the question arises, what is the basis upon which these varying forms of organization rest? Why do certain industries present wide-reaching systems of bargaining in which employer and employee meet on the common basis of thorough organization on each side while others have developed but fragmentary forms of collective action? Again, why do certain industries retain the individual form of contract long after concentration in industry enables the employers to act collectively in determining the conditions of the labor contract? Or, why does the opposite condition prevail in certain industries where strongly organized unions are able to fix conditions of employment without due consideration to the rights of employers? Why is the degree of organization in many industries so unequal, as between employers and employees, that bargaining upon the basis of mutual rights and obligations is impossible? Accurate conclusions on these questions cannot be reached without a comparison of the various stages of collective action in separate industries.

Stages of Collective Action in Separate Industries

While the close connection between the organization and concentration of industry and the evolution of collective action on the part of labor is apparent even in a general historical survey of our industrial development, the real significance of the changes in the labor contract does not appear unless those changes are co-ordinated with the development in our separate industries. If there is any one thing above all others which a careful study of our industrial history reveals, it is the fact that our different industries have been developed at different periods in our national life and that the relation between employer and employee in any industry at any given time has in a large measure been dependent upon the stage of development which that particular industry has reached.

While there is a general chronological development, one might as well attempt to assign the stone age in the industrial evolution of different races, to the same chronological time as to

attempt to fix chronological periods for the entire group of our industries in their separate development from individual toward collective action.

This becomes apparent when we remember that our different industries have presented the various stages of progress, from individual to associated action, in practically every decade of our history. Even in the early stages of our history we have found certain industries in a relatively high state of organization, and in succeeding decades we find industries in their infancy along with those which supply the markets of the world. Corresponding with this variety of industries, we have found a diversity of relations between employers and employees. This diversity existing in our different industries at the same time has tended to obscure the general trend of progress in the employment relationship. Where all the various stages of development are found co-existing, it is difficult to distinguish the older from the newer phases, and the process of our growth has been so complex that an historical analysis is necessary to reveal the trend of our industrial forces.

Yet when we trace the changes in the labor contract in its transition from an individual to a collective basis and co-ordinate those changes with the corresponding changes as they took place in our separate industries, we find that throughout all the succession of events there is a general thread of connection which not only suggests but compels a recognition of a causal connection between the transition from individual to organized industry, and the change from the individual contract to collective bargaining. This dependence of collective bargaining upon industrial development is illustrated over and over again in the histories of our various industries. We thus find a basis in industry for the changes in the employment contract.

Printing. In the printing industry the nature of the work early required the setting up of regular establishments where groups of laborers were employed. Organization accordingly developed readily among the journeymen. An account of the annual meeting of the Philadelphia Typographical Society given in the Philadelphia *Aurora* in 1803 indicates that there was a numerically strong society of typographical workers in that

city at that date.[1] The New York Typographical Society founded in 1809,[2] was a strong factor among printers in New York City for more than a decade. After its incorporation in 1818, it retained its beneficial features but relinquished active aggression in trade matters.[3] In 1831 followed the organization of the Typographical Association of New York, a society devoted more especially to trade interests. Organization among printers extended rapidly throughout the country and local societies seem to have sprung up wherever the printing industry flourished.[4] As early as 1816 an attempt was made to unite the typographical unions in various parts of the country into a "National Union" but on account of objections by the societies of Boston and Philadelphia the plan was not completed.[5] Finally in 1852 the International Typographical Union was established.[6]

The rapid development of the printing industry is evidenced by newspaper comment on the growth of various printing establishments. In commenting on "printers' enterprize," the Boston *Transcript* of July 8, 1833, quoted the New York *Gazette* to the effect that in the establishment of the Harpers of New York there were seventeen presses and one working by horse power equal to the work of six or seven common presses and that the persons employed in their stereotyping, printing, and book binding department numbered one hundred and forty: the comment concludes with the statement, "it was but a few years since the Harpers were journeymen printers." Continued concentration in the printing industry throughout a half century

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[1] *Philadelphia Aurora*, Nov. 6, 1803.

[2] See preface to Constitution, *By-laws, and Rules of Order of the New York Typographical Society, Revised March, 1887*, New York. 1887.

[3] See the corporate charter granted to the Society by the New York Legislature in 1818.

[4] In 1822 a typographical society in Albany, New York. struck on account of the employment of a "rat" in one of the printing offices. See Ely, *The Labor Movement in America*, 39.

In 1832 there were at least two typographical societies in Cincinnati, Ohio. The *National Intelligencer* of Mar. 9, 1832, in speaking of the members of the typographical societies at Cincinnati said,—"the workies" had planned to give the annual dinner for their societies at $2.00 per plate, but instead donated

[5] *Union Printer* quoted in the *Cigarmakers' Official Journal*, May, 1888.

[6] *International Typographical Union Official Program and Souvenir, Golden Jubilee Convention*, Cincinnati, Aug. 11–16, 1902.

enabled the employer to occupy the vantage ground of greater relative strength in bargaining. For though the organization of employees continued, the development of large establishments gave employers with accumulated capital the ability to withstand the demands of their workmen. Conflicting interests gave rise to strikes and lockouts and periods of storm and stress usually followed the attempts of either side to gain any advantage. A typical illustration of the attitude of the two sides toward each other is shown by the action of Typographical Union No. 3 of Cincinnati in recommending to the Ohio legislature of 1883 the enactment of the following clause: "It shall be unlawful for any corporation, association, manufacturing establishment, or any person acting for them to demand or receive from laborers, or those who have been or may be in their employ any written instrument or document pledging or attempting to pledge such employees to withdraw from membership in any trade union or labor organization to which they may belong, or in any manner seek to prevent them from becoming members of such organization. All violations of the above to be punished by fine of not more than $500 nor less than $100."

However, during the period between 1880 and 1900 boards of arbitration were developed within the trade and regular scales of prices were established in many localities.[7]

In certain large newspaper establishments where the employer bargains as the representative of a consolidated industry in which groups of allied workers find employment, a tendency toward group autonomy has become apparent. This form of organization enables the various groups of workmen in the same plant to maintain the unions developed along trade autonomy lines while it admits of collective action on the part of allied groups when bargaining with a common employer.[8]

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[7] See *Typographical Union, No. 16, Chicago, Constitution, By-laws, and Scale of Prices, adopted July 25, 1886;* and *International Typographical Union, Constitution and Scale of Prices, 1890,* Secs. 88, 89, 90. Compare the *Agreement between Chicago Typographical Union No. 16, and Allied Printing Trades, and the Inter-Ocean Publishing Company, signed March 22 1899;* given in appendix 9.

For an *Agreement between the American Newspaper Publishers' Association and the International Typographical Union* adopted in 1902, see appendix 10.

[8] See appendix 9 for a typical example.

The conference[9] held at Syracuse in 1898 between the committee of the United Typothetae[10] of America and the shorter workday committees of the International Typographical Union, the International Printing Pressmen's and Assistants' Union, and the International Brotherhood of Bookbinders, to consider the adoption of a shorter workday furnishes an example of an advanced stage of collective bargaining in the printing industry. The agreement[11] adopted at this conference shows how groups of allied workers may unite their strength in contracting

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[9] See *Proceedings of the Conference between the United Typothetae of America, the International Typographical Union, the International Pressmen's and Assistants' Union, and the International Brotherhood of Bookbinders, Syracuse, 1898,* for an interesting discussion preceding the adoption of the agreement.

[10] The activities of the Typothetae in several localities are shown in the following documents; *Typothetae of Buffalo, Report of Secretary, 1895-96; Typothetae of Milwaukee, Organized 1886, Constitution and By-laws, Revised and Adopted Oct. 30, 1897;* and *Typothetae of the City of New York, Shop Rules and Practices for Offices, together with the Text of Agreements Bearing on the same. Revised to March 1, 1902.*

[11] Syracuse, N. Y., October 12, 1898.

This agreement, entered into between the Committee of the United Typothetae of America and the Shorter Workday Committees of the International Typographical Union, the International Printing Pressmen's and Assistants' Union and the International Brotherhood of Bookbinders. provides:

That the said United Typothetae of America agrees to inaugurate a shorter workday on the following basis: The nine-and-a-half-hour day, or the fifty-seven-hour week, to commence on November 21, 1898, and the nine-hour day, or fifty-four-hour week, on November 21, 1899.

That the said International Typographical Union, International Printing Pressmen's and Assistants' Union and International Brotherhood of Bookbinders will endeavor in the meantime to equalize the scale of wages in the competitive districts where at present there are serious inequalities, upon the basis outlined by the representatives of the Pressmen's and Typographical Unions at the Milwaukee convention of the United Typothetae of America.

Provided, That nothing in this agreement shall be construed or operate to increase the hours in any city where they are now less than those specified.

Provided, further, That nothing in this agreement shall be construed to prevent local unions or establishments from mutually arranging the fifty-seven or fifty-four hours, respectively, so that Saturdays may be observed as half holidays.

Provided, also, That wherever the employers of any city will not, prior to November 21, 1898, enter into an agreement with the local unions to carry out the above mentioned reduction of hours on the dates specified, the said union shall not be considered as restrained from endeavoring to obtain from such employers the nine-hour day or fifty-four-hour week on any such earlier date as they in their judgment may select.

Joseph J. Little, Amos Pettibone, Robert J. Morgan, A. J. Aikens, Edwin Freegard, on the behalf of United Typothetae of America;

James J. Murphy, C. E. Hawkes, R. B. Prendergast, David Hastings, G. H. Russell, on behalf of International Typographical Union;

James H. Bowman, Will G. Loomis, D. J. McDonald, James A. Archer, Theo. F.

with employers who bargain as the representatives of industries extending over wide competitive fields..

The International Printing Pressmen's and Assistants' Union,[12] the Lithographers' International Protective and Beneficial Association,[13] and the Stereotypers and Electrotypers[14] are really offshoots from the parent body of the International Typographical Union.[15] The Pressmen have a very efficient organi-

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Galoskowsky, on behalf of International Printing Pressmen's and Assistants' Union;

Chas. F. Weimar, Wm. J. O'Grady, on behalf of International Brotherhood of Bookbinders;

George W. Harris, chairman Special Committee to Milwaukee Convention.

[12] For the general principles of the Pressmen see: *The American Pressman* for May and June, 1898, (published in Chicago); and from July, 1898, to Aug., 1899, (published in St. Louis). Also see: *Proceedings of the Fourteenth Annual Convention of the International Printing Pressmen's and Assistants' Union*, held at Baltimore, June, 1902. For local constitutions see the *Constitution and By-laws of New York Pressmen's Union No. 9; instituted Feb. 28, 1882; revised and adopted Jan. 9th, 1887;* and the *Constitution and By-laws of the Milwaukee Feeders', Helpers' and Job Pressmen's Union No. 27, subordinate to the International Printing Pressmen's Union of North America, organized March 17, 1896.*

[13] See: *Lithographers' International Protective and Insurance Association of the United States and Canada, Constitution of the General Association and the Subordinate Associations, adopted 1888;* and *Lithographers' International Protective and Beneficial Association of the United States and Canada, Constitution of the General Association, the Subordinate Associations and the General President's Decisions, July 23d, 1901*, New York, 1901.

[14] For the forms of organization among stereotypers and electrotypers see: *Stereotypers' and Electrotypers' Union No. 1, of New York and Vicinity (under the jurisdiction of the International Typographical Union of North America), organized Aug. 24th, 1885. Constitution and By-laws, 1885.*

New York Stereotypers' Union, founded Sept. 8, 1863–Oct. 7, 1885; amalgamated Oct. 17, 1888. Constitution and By-laws Revised June, 1893.

Stereotypers' Union No. 4, International Typographical Union of Chicago. Constitution and By-laws Revised August, 1896, and Agreement made November 21, 1896.

[15] For a brief survey of the International Typographical Union compare the following documents:

Report of Proceedings of the Annual Session. Indianapolis, 1885–1902: *Reports of Officers of the Session.* Indianapolis, 1900–2; *Constitution, By-laws and General Laws of the International Typographical Union, and Union Printers' Home.* Indianapolis, 1902.

For recent history of the Typographical Union see *Typographical Journal*, Feb. 1897–June 1899.

For local constitutions and rules compare the following:

Indianapolis Typographical Union, No. 1. Constitution, By-laws and Scale of Prices adopted July 1, 1900.

New York Typographical Union, No. 6. Constitution and By-laws, revised and adopted Feb. 1894. Same, revised and amended to Aug. 6th, 1899, together with rules of order, etc. Same, revised and amended to Aug. 6, 1902.

Chicago Typographical Union, No. 16. Constitution and By-laws, adopted Dec. 31, 1899.

zation, and, in addition to the local agreements which prevail generally throughout the trade, they secure general agreements in connection with the Typographical Union and the Brotherhood of Bookbinders. The Lithographers sometimes form local agreements and the Stereotypers have had a system of joint agreements for several years. In 1901, for the sake of making the local agreement system more effective, the International Typographical Union and the American Newspaper Publishers' Association entered into a joint agreement and established a national system of arbitration.[16]

The success of the workmen in the printing industry in establishing strong systems of collective bargaining is undoubtedly largely due to the form of organization developed. Organized primarily along trade autonomy lines the various groups of workmen frequently unite for the purpose of making general agreements with common employers. By thus uniting the characteristic features of trade autonomy and of industry autonomy, the allied printing trades illustrate a form of group autonomy closely adjusted to the complex organization of modern industry.

Building Trades. In the building trades, elaborate systems of collective bargaining have been in operation in some of the trades for many years.

The early history of organization in these trades is somewhat obscure. However, there seems to be good evidence that house carpenters were organized as early as 1806, while the ship carpenters had been incorporated in New York in 1803. An advertisement in the Philadelphia Aurora for October 24, 1803, indicated an active demand for "mechanics, particularly carpenters, bricklayers, painters, and plasterers." But the fact that

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Cream City Typographical Union, No. 23. Constitution and By-laws, adopted June 19th, 1881; revised Nov 5th, 1882. Milwaukee, 1883.

Columbia Typographical Union, Constitution, By-laws, and Scale of Prices in force Oct. 15, 1887. Wash. 1887.

Columbia Typographical Union, No. 101, Yearbook, Wash. 1902.

Madison, Wis.—Typographical Union, No. 313, Scale of Prices on Morning Newspapers, adopted Dec. 2, 1892.

[16] See appendix 10 for the Agreement adopted in 1902. Also compare the *Agreement between the Chicago Typothetae and Chicago Typographical Union, No. 16: Job and Book Scale of Prices.* Chicago, 1902.

the rough hewn houses of the time were frequently constructed by the owner left less room for specialization in the building trades than in other industries which had reached the stage of collective production.

However, with the increase in ship building, the ship carpenters began to look upon themselves as a distinct craft and it was in this branch of carpenter work that the beginnings of organization in the building trades were first nourished. From 1825 to 1830 there were numerous strikes by the ship carpenters along the Atlantic Coast for a ten-hour day. The strike of the Boston shipwrights and calkers in 1832, to reduce their hours from 14 to 10 was an important strike in the ten-hour movement; but its chief interest for our times lies in the spirit which was exhibited on the part of the employing merchants and the general public. One of the Boston daily papers commented on the situation as follows:—"Had this unlawful combination had for its object the enhancement of daily wages, it would have been left to its own care; but it now strikes the very nerve of industry and good morals, by dictating the hours of labor, abrogating the good old rule of our fathers, and pointing out the most direct course to poverty; for to be idle several of the most useful hours of the morning and evening will surely lead to intemperance and ruin. . . . The course which the persons alluded to are thus pursuing will tend to lose them the respect not only of the merchants, their direct employers, but of all members of the community, and finally of themselves." Meanwhile, representatives of 106 merchants and ship owners of Boston held a meeting in which they voted.—"to discountenance and check the unlawful combination formed to control the freedom of individuals as to the hours of labor, and to thwart and embarrass those by whom they are employed and liberally paid." The report of their meeting also sets forth "the pernicious and demoralizing tendency of these combinations, and the unreasonableness of the attempt, in particular, where mechanics are held in so high estimation, and their skill in labor is so liberally rewarded." Finally, this combination of employers decides, "We will neither employ any journeyman who at the time belongs to such combinations, nor will we give work to any

master mechanic who shall employ them while they continue thus pledged to each other and refuse to work the hours which it has been and is now customary for mechanics to work."[17] The combination of merchants was successful and the old hours of labor remained. This contest was only one of many similar ones in which the public and the courts could see no objection to employers combining to accomplish their ends, but condemned combinations of workmen as unlawful conspiracies.

In the decade from 1825 to 1835, the carpenters and masons also engaged in numerous strikes for a shorter workday. However, they were unsuccessful and the workday remained "from sun to sun." Nevertheless, their aggressiveness continued and the *National Intelligencer* of January 13, 1832, indicates that workmen in the building trades were "praying for the passage of a lien law."

The growth in local unions encouraged efforts toward national organization[18] among carenters in 1854 and again in 1867.

At the present time two strong organizations, the Amalgamated Society of Carpenters and Joiners[19] and the United Brotherhood of Carpenters and Joiners,[20] divide the allegiance of the craft, the former dating its origin from 1860, the latter from 1881. The carpenters and joiners have not been as successful in maintaining peace as have some of the other labor organizations in the building trades.[21] Their systems of bargaining are not as general as those found among the bricklayers and their joint agreements have too frequently been dictated by one side or the other rather than secured through mutual conference and mutual concessions on the part of employer and employee. Nevertheless, substantial gains toward better conditions in the trade have been made.

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[17] Compare McNeill, George E. *The Labor Movement* . . . 80, 81, and 340.

[18] Circular statement issued by the Brotherhood of Carpenters and Joiners.

[19] *The Amalgamated Society of Carpenters and Joiners, Established June 4th, 1860; Amended Rules as Adopted . . . in October, 1892, to Come into Operation on March 1st, 1893, American Edition,* Manchester, 1893.

[20] *United Brotherhood of Carpenters and Joiners of America, Constitution, and Rules for Local Unions under its Jurisdiction. Established Aug. 12, 1881, Constitution as Amended . . . 1896; Adopted by Vote of Local Unions, . . . Went into effect Jan. 1, 1897,* Phila. 1897.

[21] See *United Brotherhood of Carpenters and Joiners, Report of Secretary, Annual Convention, 1898.*

Early methods for handling trade disputes are outlined in the constitution of the Brotherhood for 1882, article 11, which reads in part as follows: Section 1. "Whenever a dispute arises between an employer or employers and members of this Brotherhood, the members shall lay the matter before the local union which shall appoint an arbitration committee to adjust the difficulty. Then if said committee cannot settle the dispute the matter shall be referred to the union. If a two-third vote by secret ballot of the members present in such meeting shall decide that the members be sustained, then the corresponding secretary shall be ordered to transmit a detailed account of the grievance to the general secretary and shall forward the same to the executive board for their consideration." Section 2. "In case the executive board shall deem the grievance of sufficient character, the president shall send the district organizer to said city and cause a thorough investigation to be made. The district organizer shall transmit a detailed report of his finding to the executive board. If said board deem the grievance of sufficient cause . . . they can declare a strike, provided the local union has acted in conformity with Section 1, of this article." Section 3. "The executive board shall then have the power, if they deem advisable, to declare a strike. The General Secretary shall notify the local unions within five days whether the strike or lockout is sanctioned." Section 5. "In case the executive board fails to sanction any difficulty within five days, the local union can appeal to a general vote of all local unions. The general president shall submit the appeal to a vote to the local unions which shall be returnable within fifteen days after date of issuing circulars. . . . If the appeal is sustained the general president is to proceed as this constitution directs."

The application of these general principles of the Brotherhood to local conditions is illustrated in the local rules adopted at Cleveland in 1885; article 12, section 1 reads: "When grievances arise in shop or on work whether on account of wages or . . . time, or any other cause, the member or members must bring such grievances before the union in writing. If the grievance be deemed a just cause of complaint by the union, the President shall appoint an arbitration committee to settle if pos-

sible the matter referred to them and to report at the next stated meeting. The committee failing, the union shall take such course as they may deem necessary. . . . Section 2. It shall require a two-third vote of all members present to adopt measures to obtain a general advance of wages . . . the same vote to accept the least reduction and the secretary shall notify all members at least two weeks previous, when an increase or decrease is contemplated."

The local agreement in force in Chicago during 1890 between the Boss Carpenters and Builders' Association and the United Carpenters' Council,[22] illustrates a stage of collective bargain-

[22] To the Boss Carpenters and Builders' Association and the United Carpenters Council and Unions by them represented:

The arbitration committees appointed by your respective associations. with power to act, with the umpires selected, have agreed, in order to settle the pending carpenters' strike, and also to prevent strikes and lock-outs in the future, upon the following basis of settlement:

1. That the working day shall be eight hours.

2. That the pay shall be by the hour. and the minimum rate of wages shall be thirty-five cents an hour until the first day of August next, and from and after that date thirty-seven and one-half cents per hour.

3. That each of the above associations, the Boss Carpenters and Builders' Association and the United Carpenters' Council, shall, at its annual meeting in the month of January, elect a standing committee of arbitration consisting of five members. to serve for one year: but each of the present committees on arbitration shall continue in office until the election of its successors in January next. The president of each organization shall be ex-officio a member of said committee of five members. He shall be chairman of such committee, and in his absence the committee may delegate one of its members to act in his place; but the present arbitration committees may elect its own chairman, and the two committees an umpire to act in joint arbitration. Within one week after the election of such standing committee the president of the association shall certify to the other association the fact that such standing committee has been regularly elected, and the names of the members thereof. When notice of the election of the standing committee of arbitration shall have been received by the associations respectively, as soon thereafter as practicable, and in the same month of January, the two committees shall meet and proceed to organize into a joint committee of arbitration by the election of an umpire, who is neither a mechanic nor an employer of mechanics. The umpire, when present, shall preside at the meetings of the joint committee, and have the casting vote on all questions. Seven members, not including the umpire, shall constitute a quorum of the joint arbitration committee, and in case of the absence of any member the chairman of his committee shall cast the vote for such absent member. A majority vote shall decide all questions. The joint committee of arbitration shall hear all evidence of complaints and grievances of a member or members of one association against a member or members of the other; or of one association against the other, referred to it by the president of either association, and shall finally decide all questions so submitted, and certify such decision to the respective associations. Work shall go on continuously and all parties interested shall be governed by the award or decision rendered, provided, however, that work may be stopped by the joint order, in writing, of the president of the

ing in which the "regulations" of the employers and the "working rules" of the employees are modified by mutual concessions and are made the basis of settlement of differences which threatened peaceful relations.

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respective associations, until the decision of the joint arbitration committee is obtained. The working year shall commence on the first of April of each year and end on the thirty-first day of the next March, and the joint arbitration committee shall have the exclusive power to determine and definitely fix, from year to year, all working rules. It shall have the exclusive authority to determine any and all other subjects in which both organizations are interested which may be brought before such joint arbitration committee by either association, or the president thereof. Working rules are all rules governing employers and workmen at work, such as the establishment of a minimum rate of wages to be paid practical journeymen carpenters per hour; a uniform pay day; the number of hours to be worked per day; the time of starting and quitting work; the remuneration for work done over-time and Sundays, and other questions of like nature. The number of apprentices being a matter of joint interest to both journeymen and employers, the joint committee on arbitration shall have power to decide, from time to time, the number of apprentices which employers shall take into service. This article shall be incorporated into the constitution of each association, the United Carpenters' Council and the Boss Carpenters and Builders' Association, with the provision that it shall not be repealed or amended by either association except upon six months previous notice given to the other association, and such notice, it is agreed, shall not be given until all honest efforts to settle the grievance or difficulty shall have been made.

4. FOREMEN—All working foremen shall be selected by the contractor and shall be his representative, but members of the Carpenters' Council or of any union connected therewith, acting as such working foreman, shall not be subject to the rules of the Carpenters' Council or of any such union, while employed in that capacity, but he shall be entitled to all the benefits of his council or union as long as his assessments and dues are paid; provided, also, that a superintendent, inspector or overseer, who does perform the duties and labors of such working foreman, shall not be classed as a working foreman.

5. APPRENTICES—The members of the Boss Carpenters and Builder's Association to retain all apprentices now under service; each contractor to furnish the Carpenters' Council, within thirty days, a list of such apprentices, with a certificate that they were such on May 3, 1890, and until otherwise provided by the committee on arbitration, each contractor to take into service one apprentice each year, but all apprentices desiring so to do shall be permitted to join any association or union of journeymen carpenters. The term for apprentices to be three years, and no person to be taken as an apprentice who is over nineteen years of age; provided, however, that nothing in this article shall be construed as interfering with the right of the contractor or employer to teach his trade to his own sons, and they shall not be included in the number of apprentices above provided for.

6. NEW MEMBERS—That the Boss Carpenters and Builders' Association and the United Carpenters' Council and unions they represent shall, until the first day of June next, admit any person of good character to membership on the same terms as their present constitution and by-laws now provide.

7. JOURNEYMEN—The Carpenters' Council will furnish journeymen to any contractor or association of contractors who will sign a written agreement that the party applying for journeymen will in his work adopt the 8-hour workday, and pay at least the minimum rate of wages agreed upon between the Boss Carpenters and Builders' Association and the United Carpenters' Council, and

In the platform of the Carpenters' and Builders' Association of Chicago[23] in 1891 the employers set forth the following purposes of the organization: "We, the master carpenters and manufacturers of wood building materials, of Chicago, for the purpose of *uniformity of action* in regard to matters involving our mutual interests do hereby form ourselves into an association and adopt the following constitution and by-laws. . . .

. . . . . .

"We affirm that absolute personal independence of the individual to work or not to work, to employ or not to employ, is a fundamental principle which should never be questioned or assailed; that upon it depends the security of our whole social fabric and business prosperity, and that employers and workmen should be equally interested in its defense and preservation. We recognize that there are many opportunities for good in associations of workmen, and while condemning and

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will in all respects abide by and conform to the working rules adopted by said associations; also, that such party will abide by any agreement, decision or award made or to be made by the joint arbitration committees of said two associations; also, that in case of any difficulty or trouble arising in the prosecution of any work that cannot be settled by the working foreman and employer, such difficulty or trouble shall be referred to said joint arbitration committee, and all parties shall abide by its decision or award.

8. WORKING RULES—The following working rules, to be enforced until the joint committee on arbitration shall fix others, are adopted:

1. Eight hours shall constitute a day's work, beginning at 8 a. m. and ending at 5 p. m., but the noon hour may be curtailed by special agreement between the foreman (or contractor) and a majority of the workmen, but not in such a way as to permit more than eight hours work between the hours above named.

2. Overtime shall not commence before 6 p. m. and shall end not later than 7 a. m., provided, however, that in case of necessity, by agreement between a majority of the workmen and of the working foreman or contractor, work may continue from 5 p. m. without taking the supper hour from 5 to 6 p. m.

3. The minimum rate of wages for the present working year shall be, until the first day of August next, thirty-five cents per hour; from and after that date, thirty-seven and one-half cents per hour. Overtime shall be rated and paid for as time and one-half, and Sunday work as double time.

4. All journeymen carpenters shall receive their pay as often as once in two weeks, but when a journeyman is discharged he shall be paid at the time of his discharge.

J. W. Walker, Chairman, James Smith, Secretary, Eugene Brown, Paul Mathison, Chas. King, P. G. Lamoreaux, Arbitration Committee of the Boss Carpenters and Builders' Association.

R. H. Hassell, Chairman, W. S. Weeks, Secretary, James Morahan, James A. O'Connell, Alfred Williams, J. G. Ogden, Arbitration Committee of the United Carpenters' Council.

M. F. Tuley, George Driggs, S. P. McConnell, Umpires.

[23] Also compare *Carpenters and Builders' Association of Chicago, Official Directory, Constitution, By-Laws, etc.* Chicago, 1892–99.

opposing improper action upon their part, we will aid and assist them in all just and honorable purposes; that while upon fundamental principles it would be useless to confer or arbitrate, there are still many points upon which conferences and arbitrations are perfectly right and proper and that upon such points it is a manifest duty to take advantage of the opportunities afforded by associations to confer together to the end that strikes, lockouts and other disturbances may be prevented. . . .

"That the laws of the state shall prevail in regard to apprentices and not the dictates of labor organizations. . . .

"That stewards in control of the men employed at buildings will not be recognized and that foremen, as the agents of employers, shall not be under the control of the union while serving in that capacity."

The rapid organization of employers and employees alike in the larger building centers of the United States disturbed conditions of equilibrium in the trade and frequently subjected one side to the aggrandizement of the other. The disturbed conditions of the trade are reflected in the Report of the Secretary of the United Brotherhood of Carpenters and Joiners in 1894. In summarizing the history of their organization before the Congress on Industrial Conciliation and Arbitration held in Chicago in that year the Secretary[24] said: "Since the United Brotherhood of Carpenters was founded in 1881, for the past thirteen years we have had eight hundred and seventy-three carpenter's strikes, seven hundred and sixty-one of which were successful, fifty-four lost and fifty-eight compromised. . . . Since 1886, in eight years past, the local unions have expended in the Carpenters' Brotherhod from their local treasuries fully $120,000 in strikes and lockouts and then expended in our general office $210,583. This makes in all about $330,590 spent in strikes . . . dead loss you think? Well, since May 1st, 1886, we have been instrumental in establishing the eight-hour day for carpenters in fifty-four cities, and the nine-hour day in four hundred and twenty-six cities, and with that we have also in-

[24] McGuire, P. J., Secretary of the United Brotherhood of Carpenters and Joiners before the Congress on Industrial Conciliation and Arbitration held under the auspices of the Industrial Committee of the Civic Federation. Chicago, 1894.

creased wages before these dull times came in five hundred and sixty-eight cities, from 1886 to 1893 at an average increase of $.50 per day. With our membership for nine months' work in the year it amounts to $5,500,000 more wages only in those seven years Thus there is an actual amount of $3,750,00 more wages on an expenditure of $330,583 . . . a net return of seventy-eight per cent on the investment and along with that a bill for shorter hours, better treatment and more consideration." The Report of the Secretary for 1898 shows continued aggressiveness on the part of the Brotherhood,[25] the Report says: "Since 1883 to September, 1898, we have had one thousand and twenty-six strikes and lockouts of which nine hundred and ninety-eight were successful, sixty-one were lost, and sixty-seven were compromised. . . . The scattered threads of local and so-called independent unions, isolated and apart, provincial and narrow, have been woven into a majestic network of thorough organization, with strong financial resources and vast public influence . . . the chaotic and aggregated elements have been trained into a disciplined force."

On the other hand united action on the part of employing carpenters and contractors counterbalanced the activity of the employees, and the local agreements secured through collective negotiations during this period reflect tense conditions in many centers of the building industry.[26]

In Chicago negotiations between employers and workmen were interrupted by the great building trades strike in 1900. As the employers were largely successful the joint agreements adopted subsequently gave them many advantages.[27] However the Carpenters' Executive Council of the city is gradually securing concessions from the employers' associations and the old methods of negotiation bid fair to be restored upon a firmer basis.

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[25] See *United Brotherhood of Carpenters and Joiners Report of Secretary at Convention, 1898.*

[26] See *Carpenters' and Builders' Association of Chicago, Constitution, By-laws, and Membership List, 1898;* and *Carpenters' Executive Council of Chicago, Working Rules, 1899.*

[27] See *Articles of Agreement between the Carpenters and Builders' Association, the Master Carpenters' Association and the Carpenters' Executive Council of Chicago and Cook County, in Effect from March 11, 1901 to April 1, 1903.* Given in appendix 3.

One of the characteristic features of collective bargaining in the carpentry trade at the present time is the rapid extension of the system of joint agreements to the smaller towns.[28] The members of the craft in the larger cities exert influence in unionizing the smaller places as they recognize the danger of a large supply of non-union men who may threaten their standard of wages in times of depression and strikes.

The bricklayers and masons[29] have developed effective systems of collective bargaining in most of the larger building centers. In the bricklaying trade in Boston the joint agreements date back to 1886, and peaceful relations between employers and employees have been maintained with scarcely a break during the entire time. In New York City the joint annual conferences have been in existence fully as long, but the system has not been as highly developed as in Boston.

Conditions in the trade in New York City during 1885 and 1886 are portrayed in the report of the President of the Bricklayers' and Masons' International Union as follows: "In reviewing the case . . . the bricklayers of New York have passed through a most remarkable evolution, and that too almost instantaneously. Disorganized, discouraged, bankrupt after the effects of their strike last summer with every possibility of a renewal of the struggle this year, with no concert of action, no stated regular price in work for wages, no regular hours of work, with men working ten, and ten and one-half hours a day and getting from $3.50, $3.60, $3.75, and $4 per day, things looked as if a general breakup would soon occur. . . . A committee was formed to arbitrate with the bosses and the result was wonderful. The bosses were as anxious for a settlement as were the bricklayers. They saw the danger of antagonizing labor too much and were anxious for peace. They formed an agreement and in that agreement they recognized the unions and they also recognized the hour question. The bosses were

[28] See *The Carpenter* from Jan. 1891 to Apr. 1902, for reports of organization and collective agreements in small towns.

[29] For their general principles see the *Constitution and Rules of Order of the Bricklayers and Masons' International Union of America, Organized Oct. 17, 1865. Revised and Adopted by the 36th Annual Convention, Pittsburg, Pa., Jan. 1902.* Also compare the *Annual Reports of the President and the Secretary.* North Adams, Mass., 1900–2.

almost on their knees and some of the thick-headed bricklayers could not see the advantage they had gained. The hour question being settled, the wages will regulate themselves. Even now some of the bosses are offering $.45 per hour. The bosses pledge themselves not to hire anyone outside of those unions and all "scabs" in their employ must join the Unions or "get out." The men that the unions lost last summer they will get back again and some of them will have to pay pretty well for it. In my opinion it is the biggest victory that has *ever* been won by labor in New York City. Our unions are recognized once more and their treasuries will begin to swell."[30]

The agreement established, provided for the reinstatement of journeymen and foremen upon payment of dues and assessments; the nine-hour day, with eight hours on Saturday; and $.42 per hour pay. It further provided for a joint arbitration committee between the Mason Builders' Association and the Bricklayers' Unions of New York. This committee was required to hold weekly meetings to hear grievances and to settle all disputes between employers and employees. Complaints could be made in person or in writing and it was requested that all grievances should be laid before the committee without delay in order to avoid all difficulties.[31]

In Chicago arbitration within the trade was introduced about 1887 and disputes were settled peaceably until the building trades strike of 1900. At that time, the bricklayers were the first to withdraw from the Building Trades' Council in order to make a separate agreement with their employers. The agreement[32] entered into after the strike, ended weeks of industrial

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[30] *Bricklayers and Masons' International Union, Twentieth Annual Convention, St. Louis, 1886, President's Report,* 20.

[31] *Bricklayers' and Masons' International Union, Proceedings of the Twentieth Annual Convention, St. Louis, 1886.*

[32] Agreement and Working Rules Chicago Masons and Builders' Association.—This agreement, made this 27th day of June, 1900, by and between the Chicago Masons and Builders' Association, party of the first part, and the United Order of American Bricklayers and Stonemasons No. 21 of the Bricklayers and Masons' International Union, party of the second part, for the purpose of preventing strikes and lockouts and facilitating a peaceful adjustment of all grievances and disputes which may, from time to time, arise between the employer and mechanics in the mason trade. witnesseth:

That both parties to this agreement hereby covenant and agree that they will not tolerate nor recognize any right of any other association, union, council,

warfare. It illustrates the facility with which employers and employees are able to negotiate with each other when both sides are backed up by strong organizations.

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or body of men not direct parties to this agreement to order a strike or lock-out, or otherwise interfere or dictate, and that work can be stopped only by an order signed jointly by the presidents of the association and union, parties hereto, or the joint-arbitration board elected in accordance with this agreement; and that they will compel their members to comply with the arbitration agreement and working rules as jointly agreeded upon and adopted; and that where a member or members affiliated with either of the two parties to this agreement refuse to do so they shall be suspended from membership in the association or union to which they belong.

In conformity with the following principles adopted by the Building Contractors' Council under the date of April 24, 1900, both parties hereto this day hereby adopt said principles as an absolute basis for their joint working rules, and to govern the actions of the Joint Arbitration Board, as hereinafter provided for, to remain in full force and effect until April 1, 1903.

No Limitation of Work.—There shall be no limitation as to the amount of work a man shall perform during his working day. (Explanation.—This means that men employed in the different lines of work shall each do a fair and honest day's work.)

Use of Machinery.—There shall be no restriction of the use of machinery or tools. (Explanation. This means that all tools or machinery of whateoever kind may be used in all trades or in the manufacture of any material entering into the construction of buildings.)

Unrestricted Use of Material.—There shall be no restriction of the use of any manufactured material, except prison-made. (Explanation.—This means that any material may be used, no matter where or by whom it is made, except prison-made.)

No Interference With Workmen.—No person shall have the right to interfere with the workmen during working hours. (Explanation.—This means that no person shall have the right to give orders to the men during working hours on the building except the employer or his representative.)

Apprentices.—The use of apprentices shall not be prohibited. (Explanation—This means that in each trade a fair agreement as to the number of apprentices shall be entered into, it being understood that apprentices shall not be subject to union rules, and shall at all times be under the control of the employer.)

Foreman.—The foreman shall be the agent of the employer. (Explanation.—This means that the foreman shall not be subject to union rules while acting as foreman, and that no fine shall be entered against him by any union, for any cause whatever, while acting in such capacity; it being understood that a foreman shall be a competent mechanic in his trade, and subject to the decisions of the Joint-Arbitration Board.)

Right to Work.—All workmen are at liberty to work for whomsoever they see fit. (Explanation.—This means that a man can work for any employer who will give him work in his trade, it being understood that he shall demand and receive the wages agreed upon by the Joint-Arbitration Board, in his trade, under all circumstances.)

Right to Employ.—Employers are at liberty to employ and discharge whomsoever they see fit. (Explanation.—This means that the employer shall have the right to employ union or non-union men, but all men shall receive the full wages agreed upon in their trade, and that any employer may employ or discharge any man he sees fit, without interference by any union.)

Arbitration Board.—Both parties hereto agree that they will at their annual election of each year elect an arbitration committee to serve for one year or

In other building centers, the bricklayers have followed the example set in the larger cities, and fair conditions of employ-

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until their successors are elected and qualified. In case of death, expulsion, removal or disqualification of a member or members of the arbitration committee such vacancy shall be filled by the association or union at its next regular meeting.

Number of Members.—The arbitration committee for each of the two parties hereto shall consist of five members, and they shall meet not later than the fourth Thursday of January each year in joint session, when they shall organize a Joint-Arbitration Board by electing a president, secretary, treasurer and umpire.

Qualifications of Arbitration Board.—No member who is not actively engaged in the mason trade or occupies any other office in his association or union except the office of president, or holds a public office, either elective or appointive, under the municipal, county, state or national governments, shall be eligible to act as the representative in this trade Joint-Arbitration Board; and any member shall become disqualified to act as member of this trade Joint-Arbitration Board and cease to be a member thereof immediately upon his election or appointment to any other office in his association or union, or to any public office or employment.

Umpire.—An umpire shall be selected who is in no wise affiliated or identified with the building industry, and who is not an employee nor an employer of labor, nor an incumbent of a political elective office.

Power of Board.—The Joint-Aribtration Board shall have full power to enforce this agreement entered into between the parties hereto, and to make and enforce all working rules governing both parties. No strikes or lockouts shall be resorted to, pending the decision of the Joint-Arbitration Board.

Time of Meeting.—The Joint-Arbitration Board shall meet to transact routine business the first Wednesday in each month, but special meetings may be called on three days' notice by the president upon application of three members.

Rules for Procedure.—When a dispute or grievance arises between a journeyman and his employer (parties hereto), or an apprentice and his employer, the question at issue shall be submitted in writing to the presidents of the two organizatons, and upon their failure to agree and settle it, or if one party to the dispute is dissatisfied with their decision, it shall then be submitted to the Joint-Arbitration Board at their next regular meeting. They shall hear the evidence and decide in accordance therewith. All verdicts shall be decided by majority vote, by secret ballot, be rendered in writing, and be final and binding on both parties.

If the Joint-Arbitration Board is unable to agree, the umpire shall be requested to sit with them, and after he has heard the evidence, cast the deciding vote.

Power to Summon Members.—The Joint-Arbitration Board has the right to summon any member or members affiliated with either party hereto against whom complaint is lodged for breaking this joint-arbitration agreement or working rules, and also appear as witnesses. The summons shall be handed to the president of the association or union to which the member belongs, and he shall cause the member or members to be notified to appear before the Joint Board on date set. Failure to appear when notified, except (in the opinion of Board) valid excuse is given, shall subject a member to a fine of Twenty-five Dollars for the first default, Fifty Dollars for the second, and suspension for the third.

Salary.—The salary of a representative on the Joint-Arbitration Board shall be paid by the association or union he represents.

Stopping of Work.—No member or members affiliated with the second party

ment are quite generally maintained throughout the trade by means of collective bargaining.[33]

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shall leave his work because non-union men in some other line of work or trade are employed on the building or job, because non-union men in any line or trade are employed on any other building or job, or stop or cause to be stopped any work under construction for any member or members affiliated with the first party, except upon written order signed by the presidents of the association and union (parties hereto) or the Joint-Arbitration Board under penalty of

Penalties.—a fine of not less than Twenty-five nor more than One Hundred Dollars. Any member or members affiliated with either of the two parties hereto violating any part of this agreement or the working rules established by the Joint-Arbitration Board shall be subject to a fine of from Ten to Two Hundred Dollars, which fine shall be collected by the president of the association or union to which the offending member or members belong, and by him paid to the treasurer of the Joint-Arbitration Board not later than thirty days after the date of the levying of the fine.

Collection of Penalties and Suspensions.—If the fine is not paid by the offender or offenders, it shall be paid out of the treasury of the association or union of which the offender or offenders were members at the time the fine was levied against him or them, and within sixty days from date of levying same, or in lieu thereof the association or union to which he or they belong shall suspend the offender or offenders and officially certify such suspension to the Joint-Arbitration Board within sixty days from the time of fining, and the Joint-Arbitration Board shall cause the suspension decree to be read by the presidents of both the association and union at their next regular meetings and then post said decree for sixty days in the meeting rooms of the association and union. No one who has been suspended from membership in the association or union for neglect or refusal to abide by the decision of the Joint-Arbitration Board can be again admitted to membership except by paying his fine or by unanimous consent of the Joint-Arbitration Board.

Division of Fines.—All fines assessed by the Joint-Arbitration Board and collected during the year shall be equally divided between the two parties hereto by the Joint-Arbitration Board at the last regular meeting in December.

Quorum.—Seven members present shall constitute a quorum in the Joint-Arbitration Board, but the chairman of each of the two arbitration committees shall have the right to cast the vote in the Joint-Arbitration Board for any absent member of his committee.

Steward.—The steward shall represent the journeymen. He shall be elected by and from among the men in his trade working on the same building, and shall, while acting as steward, be subject only to the rules and decisions of the Joint-Arbitration Board. No salary shall be paid to a journeyman for acting as steward. He shall not leave his work or interfere with workmen during working hours. He shall always, while at work, carry a copy of the working rules with him.

The presidents shall be allowed to visit jobs during working hours to interview the contractor, steward or men at work, but they shall in no way hinder the progress of the work.

Number of Apprentices.—Each employer shall have the right to teach his trade to apprentices, but no contractor or firm shall take more than one new apprentice each year, and they shall serve for a period of not less than three

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[33] See *Bricklayers' and Mason' International Union, Proceedings of the 20th Annual Convention, St. Louis, 1886; Proceedings of the 21st Annual Convention, Washington, 1887;* and *The Bricklayer and Mason,* from March, 1898 to June, 1902.

In the minor building trades, local systems of collective bargaining are also common.

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years as prescribed in the apprentice rules attached hereto, and be subject to the control of the Joint Board of Arbitration.

Working Hours.—Eight hours shall constitute a day's work, except on Saturdays during the months of June, July and August, when work may stop at twelve o'clock noon with four hour's pay for that day.

Night Work.—Eight hours shall constitute a night's work, which shall commence at 7 p. m. when two gangs are employed only, but where three gangs are employed one shift may follow the other immediately, and in that way work may be continuous.

Overtime.—Time and one-half to be paid for overtime. Work done between the hours of 5 p. m. and 8 a. m., and also Saturday afternoons during the months of June, July and August, shall be paid for as overtime, when only one shift of men are employed on the job.

No contractor shall work his men overtime except in case of actual necessity, the contractor to be the judge of the necessity, and for such overtime time and one-half shall be paid.

Double Time.—Double time to be paid for work on Sundays throughout the year and also work on the following four holidays (or days celebrated as such-; Decoration Day, Fourth of July, Thanksgiving Day and Christmas Day. Where

Shift-Work.—work is carried on with two or three shifts of men, working eight hours each, then only single time shall be paid for both night and day work during the week days and double time for Sundays and the above-mentioned holidays. No work shall be done on Labor Day.

Work done between the hours of 12 o'clock Saturday night to 12 o'clock Sunday night shall be considered as Sunday work and be paid for at the rate of double time. This applies also to the four holidays before mentioned.

Wages.—The minimum rate of wages to be paid bricklayers and stonemasons shall be fifty cents per hour, payable in lawful money of the United States.

Hereafter when more than the minimum rate of wages is paid, no employer shall make a reduction in the wages of a bricklayer or stonemason without giving said man or men due notice previous to making said reduction.

Pay Day.—It is hereby agreed that the journeymen shall be paid once every two weeks and not later than Tuesday, except when a contractor's work is widely scattering, when he will be allowed Wednesday to complete paying his men. When a journeyman is discharged, he shall be paid in full, and also when he is laid off, if he demands it, except when the lay-off is caused by bad weather or story-high. When a journeyman quits work of his own accord, he shall receive his pay on the next regular pay-day.

Time Checks.—Time checks, payable at the office of the employer, shall be considered valid, provided the journeyman be allowed a half hour's extra time for each mile he has to travel to get to the office. If he is not paid promptly upon his arrival at the office, and if he shall remain there during working hours until he is paid, he shall be paid the regular wages for such waiting time.

Branches of Work.—The following branches of work are covered by this agreement: Laying of rubble stone and bridge masonry; all kinds of brick work (except sewer work); setting of cut stone and terra cotta.

The stonemasons shall cut and trim all broken ashlar, range, rock-faced, and worm work, and all rough jambs and quoins in building work, and all rough, pitched face, bridge, viaduct and pier work, cut from limestone in the County of Cook, provided that there can be had a sufficient number of competent stonemasons to do said work; otherwise the contractor or contractors, after giving previous notice to the president of the U. O. of A. B. & S. M.

Effective organizations exist among the hod carriers in the larger cities.[34] The strict exclusion of non-union men enables

No. 21 of Illinois, of the B. & M. I. U., to furnish said men, has the right to employ stonecutters to finish said job.

The leveling off of all footing stone shall be done by stonemasons. No stone cut by convict labor will be set.

The line on brick work shall be put up but one course at a time, except in cases of obstructions or piers, and then only with consent of the masons doing the work.

Members of the U. O. of A. B. & S. M. No. 21, of Illinois, of the B. & M. I. U., holding a bricklayer's card will not lay stone, or those holding a stonemason's card will not lay brick, but the foreman may do both. The exceptions to this rule are in case of areas, or step or pier foundations that do not exceed one cord of stone, and, then only in case no stonemason is at hand, when a bricklayer may lay the stone in such areas, step or pier foundation. Plastering and pointing of stone walls shall be done by stonemasons, but may be done by bricklayers, if stonemasons are not on the job when the above work is ready to be done.

Members of the U. O. of A. B. & S. M. No. 21 of Illinois, of the B. & M. I. U., will not work on masonwork on any building for any contractors or firms where two or more members in the same firm work on the wall laying brick, rubble or dimension stone, or set cut stone or terra cotta.

No by-laws or rules conflicting with this arbitration agreement or working rules agreed upon shall be passed or enforced by either party hereto against any of its affiliated members.

It is earnestly recommended by the Joint-Arbitration Board that the fullest leniency be extended to members of both association and union for violations of rules during the lockout or strike.

It is agreed by the parties hereto that this agreement shall be in force between the parties hereto until April 1. 1903.

This agreement shall only become operative when the union withdraws permanently from the Building Trades Council and agrees not to become affiliated with any organization of a like character during the life of the agreement.

Apprentice Rules.—Apprentices shall be under the jurisdiction of the Joint-Arbitration Board, which has the authority to control them and protect their interests subject to approved indentures entered into with their employers and the rules adopted by the joint board.

The applicant for apprenticeship shall be under eighteen years of age.

The contractor taking an apprentice shall engage to keep him at work for nine (9) consecutive months in each year and see that during the remaining three (3) months of the year the apprentice attends school. The first two years the apprentice shall attend a public school during the months of January, February and March, and a certificate of attendance from the principal of any public school in Cook County will be accepted by the Joint-Arbitration Board as a compliance with this requirement. Three months of the last year he shall attend a technical school acceptable to the joint board, and a certificate that he has done so will be required before he is allowed to work during the coming year.

A contractor taking an apprentice shall keep him steadily at work, or failing to do so shall pay him the same as though he had worked for him. In case an

[34] Conditions in the trade in Chicago are shown in the *Agreement and Working Rules entered into between the Chicago Masons and Builders' Association, and the Hod Carriers' and Building Laborers' Unions, No. 1, 2, 3, and 4.* Chicago 1901.

the union to maintain discipline among the local workers. The unskilled nature of their trade which exposes hod carriers to the varying fluctuations of the labor market has led them to lay great stress upon the exclusion of non-union men, whereas the more highly skilled trades find such devices less necessary to their existence. A typical provision for the exclusion of non-union laborers is found in the constitution of the Chicago Hod Carrier for 1888. After stating that "the objects of the society are for the welfare of its members, and to place them in a position to withstand any attack of their oppressors who may hereafter attempt to reduce their wages, and also to obtain for its members fair remuneration for their daily toil,"[35] the rule[36] is laid down that "the steward . . . shall not allow any non-union laborer under any circumstances to work, under the penalty of $5 fine for the first offense."

The stone cutters usually affiliate with building trades councils in the larger cities but on account of the shifting nature of their work in many places they have found it expedient to adopt definite working rules which regulate the conditions under which members are permitted to work.[37] The working rules[38] of the Journeymen Stone Cutters' Association of Chicago in 1892 in-

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apprentice at the end of his term for some cause is not a proficient workman, he may be required to serve another year if the Joint Board, after a thorough investigation so decides.

A contractor entitled to an apprentice may take one on trial for two weeks, provided the applicant holds a permit from the Joint Board, and if after trial the boy is unsatisfactory, he need not enter into indentures, but shall pay the boy Five Dollars per week for the two weeks. No boy will be allowed a trial with more than two contractors.

The minimum wages of an apprentice shall be not less than $260 for the first year, $300 for the second year, $350 for the third year, and $400 for the fourth year, payable semi-monthly.

The issuing of permits for an apprentice to work for another contractor when the one to whom he is indentured has no work shall be left for decision to the Joint-Arbitration Board.

All apprentices indentured to members of the C. M. & B. A. shall report to the Joint-Arbitration Board on the first Wednesday in January. April, July and October, to receive their new quarterly cards. Any apprentice not carrying the proper quarterly card will not be permitted to work.

[35] *Hod Carriers Protective Union and Benevolent Society of Chicago, incorporated 1873. Constitution, 1888,* art. 2.

[36] Idem, *By-laws,* art. 5.

[37] For conditions in the trade, see *Stone Cutters' Journal,* Mar., 1894–Jan., 1900.

[38] *Journeymen Stone Cutters' Association of Chicago, Constitution, 1892. By-laws,* art. 2. *Working Regulations.*

clude provisions that the association should not sanction piece work nor sub-contracting; that time lost by men in waiting for their wages after fourteen days should be paid at the current rate; that any man wishing to quit should get his pay after giving eight hours' notice; and that the association should not approve of a strike except when all other means had failed. A number of similar regulations which enter into various details of the employment relationship indicate that conditions of employment are often as definitely determined by a tacit recognition of working rules as under formal agreements.

Among the granite cutters of Maine and Massachusetts regular "bills of prices" are mutually agreed upon between employers and employees. In these "bills" conditions of employment are settled and some of the advantages of collective bargaining accrue to both parties to the agreement.[39]

Other building trades organizations which have developed effective methods of collective bargaining include the Mosaic and Encaustic Tile Layers' and Helpers' International Union;[40] the Brotherhood of Painters, Decorators and Paper Hangers of America;[41] the Operative Plasterers' International Association;[42] and the United Association of Journeymen Plumbers, Gas Fitters, Steam Fitters and Steam Fitters' Helpers.[43]

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[39] See: *Granite Cutters' National Union, Constitution*, 1893, art. 31. Also compare Massachusetts, Bureau of Statistics of Labor, *Eleventh Annual Report*, 1880, 51.

See: *Granite Cutters' Journal* Sept. 1899—Feb. 1900, for conditions among granite cutters.

[40] See. *Mosaic and Encaustic Tile Layers of America. Organized 1883, Constitution and By-Laws Revised and adopted July 1889*, N. Y., 1889, and *Agreement and Working Rules Entered into between Chicago Mantel and Tile Dealers' Association, and the Mosaic and Encaustic Tile Layers' Union, Jan. 12, 1901, to Apr. 1, 1903.*

[41] Compare the rules of the *New York Paper Hangers' Association, Founded Feb. 1864. By-Laws, 1893*, and of the *Brotherhood of Painters and Decorators of America, Organized Mar. 15, 1887, Constitution and Rules for Local Unions under its jurisdiction, Revised, Aug, 1892.*

[42] *Agreement Entered into between the Employing Plasterers Association and the Operative Plasterers' Society of the City of New York. Commencing May 1st, 1892, and ending May 1st, 1896.*

[43] For organizations among the plumbers see: *National Association of Master Plumbers of the United States, Proceedings of the Annual Convention*, Baltimore, 1884–89: *Steam Fitters and Steam Fitters' Helpers Enterprise and Progress Associations, Rules and Regulations of the Enterprise and Progress Associations of Steam-Fitters and Steam-Fitters' Helpers, to Serve as a Guide in Shops*, N. Y., 1886; and *United Association Journeymen Plumbers, Gas Fit-*

The most characteristic development in the building trades has been the formation of building trades' and building contractors' councils. The building trades' council,—as the central body in which the labor organizations in the building trades in one locality are represented,—is able to secure joint action on the part of employees. The building contractors' council, on the other hand, unites the employers for common action. Wherever the building trades have been well organized, these central bodies have invariably arisen, and during the past decade collective agreements have been made between the employers' and employees' councils in our large cities. The most elaborate system of collective bargaining of this sort was that in operation in Chicago before the lockout of 1900. Since that time, the several trades have made agreements with their employers directly or with the employers' separate associations.[44] One of the conditions required by the Chicago Building Contractors' Council upon entering into agreements with individual unions after the strike of 1900 provided that the agreement should become operative only when the union withdrew permanently from the Building Trades' Council and agreed not to affiliate with any organization of like character during the life of the agreement. However, representatives of both employers and employees in the building trades in Chicago predict a reorganization of the central bodies for the purpose of securing concert of action in regulating local conditions in the trade.

The National Building Trades' Council[45] organized in 1897 aims to unite the local building trades' councils, the national building trades unions, and the local unions of building trades which have no national organization. Up to the present time

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ters, Steam-Fitters and Steam-Fitters' Helpers of the U. S. and Canada Organized Oct. 11, 1889, Constitution and Rules of Order, Adopted . . . Oct. 11, 1889, . . . Revised, 1892.

[44] *Carpenters' and Builders' Association of Chicago, Constitution and By-laws,* 1898, p. 1.

Carpenters' Executive Council of Chicago and Vicinity, Working Rules, 1889, Articles I–XI.

Agreement and Working Rules between the Chicago Masons and Builders' Association and the United Order of American Bricklayers' and Stone Masons' Union, June 27, 1900 to Apr. 1, 1903, 3–15.

[45] *National Building Trades Council of America; its Origin, Objects and Benefits. How to Organize local Building Trades Councils.* St. Louis 1897.

collective bargaining in the building trades has not been materially affected by the National Council.

The close adjustment of labor organizations to the conditions in the industry is illustrated by the development of building trades' and building contractors' councils. With the concentration of the building industry into the hands of large contractors the separate unions in the different trades found it expedient to group their strength in bargaining with employers as to the general conditions of employment. Perhaps no other industry illustrates in such a variety of ways the complex forms of bargaining which result when employers and employees are grouped along both horizontal and vertical lines of organization.

Clothing and Textile Trades. In the clothing and textile trades the movement toward collective bargaining has varied largely according to the stage of development of the various industries.

Boot and shoe making was one of the first trades in this country to be transferred from the household to the factory and a corresponding development toward collective action is found in the history of the boot and shoe makers.

From 1796 to 1815 there were quite a number of strikes by the shoemakers and cordwainers of Philadelphia, New York, and Pittsburg. It appears that Philadelphia had an employers' association as early as 1789, when the master cordwainers of that city organized themselves into a society. Their constitution sets forth that the masters "shall consult together for the general good of the trade" and that "no person shall be elected a member of the society who offered for sale any boots or shoes in the public market of the city or who advertised the price of his work."[46] These euphonious phrases relate to activities of the masters which enabled them to act in unison both in raising the price of boots and shoes and in lowering wages. The organization of the journeymen followed in 1792. Four years later a successful strike was conducted for an increase of wages

[46] *Commonwealth v. Pullis et al.* 1806, (*Trial of the Boot and Shoe Makers of Philadelphia,* taken in shorthand by Loyd, Pamphlet, Philadelphia, 1906.) 29–134.

and in 1798 another strike for the same purpose was ordered with similar results.[47] Finally in 1799, the masters made a combined attempt to lower wages. The journeymen resisted with a general turnout which lasted about ten weeks, when concessions were made on both sides.[48] The journeymen numbered about 100 members at this time and negotiations between their society and the employers were carried on through committees representing their respective sides. In 1805 they ordered another "turnout" to increase wages.[49] After a seven weeks unsuccessful strike they were tried in the mayor's court and found "guilty of a combination to raise their wages." They were fined $8.00 each with costs and were to stand committed until the fine was paid.[50] The testimony taken at this trial showed that the Journeymen's Association prohibited their men from working in the same shop with those who were not members; that workmen had been beaten for working against the rules of the Association; and that the boycott had been developed by them in its modern form. The counsel for the prosecution brought testimony to show that a certain master cordwainer had lost as much as $4,000 annually in business because the journeymen's association would not allow their members to work in his shop along with non-union men. Evidence was also produced to show that the term "scab" had become such an epithet of approbrium that cordwainers dared not work contrary to the rules of the journeymen. The counsel for the defendants on the other hand produced evidence to show that the journeymen, numbering about 200, were being reduced to poverty through the collusion of the masters in agreeing not to pay more than a certain rate of wages, that the journeymen were compelled to act together to meet the oppression of the masters and that the rates they contended for were no more than was reasonable and just.[51]

In 1809, the Journeymen Cordwainer's Association of New York City converted a strike into a general "turn-out" because

[47] Ibid. 29, 134.
[48] Ibid. 14, 34, 47, 53, 134.
[49] See the *Address of the Working Shoemakers of the City of Philadelphia to the Public.* Printed in the *Aurora,* Nov. 28, 1805.
[50] Commonwealth vs. Pullis 24, 37, 41.
[51] Ibid. 29-134.

the proprietor first struck against, took his work to other shops. Nearly 200 men took part in this general strike. Their collective action is indicative of a high degree of organization for that time. The trial for conspiracy which followed this strike throws some interesting side lights on industrial relations. The defendants offered to show:—that long prior to the strike there existed a combination of the masters to lower wages; that the wages and rates contended for were reasonable and no higher than to afford them a bare subsistence; and that the masters made excessive profit on the labor of the workmen. A list[52] of wages agreed to in 1805 was submitted in evidence. This schedule seems to indicate that a definite understanding governed the relations between masters and journeymen. A copy of the constitution[53] of the Journeymen Cordwainers also produced at

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[52] A list of wages for the Journeymen Cordwainers in the City of New York, agreed to on the first day of March, 1805. (Submitted as evidence in *People v. Melvin* 1810, 2 Wheeler's *Crim. Cases.* 262.)

Back Strap Boots, fair tops	$4 00
Back Strapping the top of do	0 75
Ornament Straps closed outside on do	0 25
Back Strap Bootees	3 50
Wax Legs closed outside, plain counters, fair tops	3 25
Cordovan Boots, fair tops	3 00
Cordovan Bootees,	2 50
Suwarrow Boots, closed outside	3 00
Do. inside closed, bespoke	2 75
Do. do. inferior work, do	2 50
Binding Boots	0 25
Stabbing do	0 25
Footing Old Boots	2 00
Foxing New Boots,	0 50
Foxing and Countering Old Boots	2 00
Do without Counters	1 75
Shoes, best work	1 12
Do. inferior work	1 00
Pumps, French edges	1 12
Do. Shouldered do	1 00
Golo Shoes	1 50
Stitching Rans	0 75
Cork Soles	0 50

[53] CONSTITUTION.—We, the Journeymen Cordwainers of the City of New York, impressed with a sense of our just rights, and to guard against the intrigues or artifices that may at any time be used by our employers to reduce our wages lower than what we deem an adequate reward for our labour, have unanimously agreed to the following articles as the Constitution of our Society.

Article I.—That this Society shall consist of a President, Secretary, and three Trustees, to be elected annually; and a committee of six members, to be chosen every six months.

Article II.—The election for President, Secretary and Trustees, shall take

the trial further indicates fairly complete organization among the workingmen. Although it does not appear that the journeymen engaged in any violence or disorder during the strike, in

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place on the third Monday in January, annually, at the usual place of meeting, and they shall be respectively chosen by ballot, by a plurality of votes of the members present; and the Committee shall be chosen the third Monday in January, and the third Monday in July.

Article III.—The President. in order to preserve regularity and decorum, is authorized to fine any member six cents, that is not silent, when order is called for by him, and all members are to address the chair, one at a time.

Article IV.—Any person becoming a member of this Society, shall pay the sum of forty-three and a half cents on his admission, and six and a quarter cents as his monthly contribution; and should any member leave the city at any time, and stay for the space of three months or upwards, if on his return it can be proved that he has been so absent, he shall still be deemed a lawful member. by paying one month's contribution.

Article V.—All the money collected in this Society shall be delivered into hands of the Trustees, and they shall hold an equal share till it amounts to fifty dollars; they shall then deposit it in the United States Bank, and it shall not to be drawn on except in case of a stand out, and then left to a majority of the Society.

Article VI.—The Secretary shall keep a regular account of all the proceedings of this Society. and he for his services, shall receive one dollar per month, and twelve and a half cents for each notice served on any member.

Article VII.—The President, Secretary and Committee, shall meet on the second Monday in each month, to consult and propose any measures they may think beneficial for the Society, who shall assemble on the third Monday in each month, at the hour of seven o'clock from September to March inclusive. and at the hour of eight o'cock from March to September, and for non-attendance of President and Secretary, to pay a fine of fifty cents. and any member of the Committee to pay a fine of twenty-five cents.

Article VIII.—No member of this Society shall work for an employer, that has any Journeyman Cordwainer, or his apprentice in his employment. that do not belong to this Society, unless the Journeyman come and join the same; and should any member work on the seat with any person or persons that has not joined this Society. and do not report the same to the President, the first meeting night after it comes to his knowledge, shall pay a fine of one dollar.

Article IX.—If any employer should reduce his Journeyman's wages at any time, or should the said Journeyman find himself otherwise aggrieved, by reporting the same to the Committee at their next meeting. they shall lay the case before the Society, who shall determine on what measures to take to redress the same.

Article X.—The name of each member shall be regularly called over at every monthly meeting, and should any member be absent when his name has been called over three times successively, shall pay a fine of twelve and a half cents for the first night. twenty-five cents for the second, and fifty cents for the third; and if absent three successive meeting nights, the Secretary shall deliver him a notice, and if he does not make his appearance after being notified, on the following meeting night, (unless he can assign some just cause for staying away,) shall pay a fine of three dollars.

Article XI.—Any Journeyman Cordwainer, coming into this city, that does not come forward and join this Society in the space of one month, (as soon as it is known,) he shall be notified by the Secretary. and for such notification he shall pay twelve and a half cents; and if he does not come

accordance with the spirit of the times they were convicted of conspiracy and fined $1.00 each with cost.[54]

A striking illustration of the biased attitude toward labor organizations during the early part of the nineteenth century is shown in a decision rendered in the *nisi prius* court of Philadelphia in 1821. It seems that certain master shoemakers had combined and agreed with each other not to employ any journeymen who would not consent to work at reduced wages. An indictment for conspiracy was brought against the employers.[55] However, they escaped conviction although similar combinations of workmen almost invariably resulted in their conviction for criminal conspiracy.[56]

Finally after suffering convictions for conspiracy for nearly half a century the boot and shoe workers began to find the

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forward and join the same on the second meeting of the Society, after receiving the notice, shall pay a fine of three dollars.

Article XII.—Any member of this Society having an apprentice or apprentices. shall, when he or they become free, report the same to the President, on the first monthly meeting following; and if the said apprentice or apprentices do not come forward and join the Society in the space of one month from the time of the report, shall be notified by the Secretary, and if he does not come forward within two months after receiving the notification, shall pay a fine of three dollars.

Article XIII.—There shall be delivered to the President at every monthly meeting, a sufficient sum of money to defray the necessary expenses of this Society.

Article XIV.—If any member should be guilty of giving a brother member any abusive language in the society-room, during the hours of meeting, who might have been excluded from this Society by his misdemeanor, but by making concession have been reunited, he shall pay a fine of twenty-five cents.

Article XV.—Every member of the Society shall inform the Secretary of his place of residence, and should they at any time change their place of residence, they shall notify the same to the Secretary on the first monthly meeting following; not complying with this, shall pay a fine of twenty-five cents.

Article XVI.—Any member may propose as amendments to this constitution. new articles, or alterations of those in force, which proposed amendments must be delivered to the Committee in writing, who shall present the same to the Society, at their next monthly meeting, and if two-thirds of the members present concur therein, such amendment shall become a part of the constitution.

Article XVII.—It is the duty of the private members to attend the meetings and co-operate with its officers in promoting the welfare of the Society, for in doing this, they will recollect they are promoting their own individual welfare.

[54] *The People (of the State of New York) v. Melvin et al.*, 1810, Wheeler's, *Criminal Cases*, Vol. II., p. 262. Also compare the manuscript record of *People v. Melvin* in the *New York City Hall Record*, 1810. 207–16.

[55] *The Commonwealth ex rel. Chew, et al. v. Carlisle.* In Brightly's *Nisi Prius Reports*, 36.

[56] Compare: *Commonwealth v. Pullis et al.*, 1806, (*Trial of the Boot and*

attitude of the courts more lenient toward combinations among the journeymen. In the Trial of the Eight Journeymen Cordwainers[57] at Hudson, New York, held before the Court of General Sessions, June, 1836, the journeymen were acquitted of the charge of conspiracy, and in 1842 the supreme court of Massachusetts took the ground that combinations of workmen were conspiracies under the common law "only when the combining was for an unlawful purpose."[58]

As the boot and shoe workers were among the first to organize their trade for collective action, they were also among the first to develop methods of collective bargaining. As early as 1870 a joint board of arbitration was established between the shoemakers and the manufacturers in Lynn, Massachusetts. These joint boards were gradually introduced in many of the shoe manufacturing centers. By 1885 they had ceased to exist in most of the factories, but in the meanwhile the joint agent method of settling disputes had been developed. About this time some of the manufacturers also began to deal with their employees through shop committees. Since 1888 the employer and employees in one of the largest factories in Brockton have had a joint agreement to submit all disputes to the State Board of Arbitration and Conciliation.[59] At the present time the Boot and Shoe Workers' Union secures union stamp contracts from individual employers.[60] In addition to determining the conditions of employment these contracts also provide for arbitration within the trade.[61] Ocassionally in states where such boards

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Shoe Makers of Philadelphia, taken in shorthand by Lloyd, Pamphlet, Philadelphia, 1806.)

People v. Melvin, 1809, (*Trial of Journeymen Cordwainers of the City of New York*), Yates, *Select Cases,* 112.

People v. Melvin, 1810, manuscript record, *New York City Hall Recorder* for 1810, 207–16.

Trial of the Journeymen Cordwainers of Pittsburg, had at . . . the Court of Quarter Sessions for the County of Allegheny . . . December, 1815.

[57] *The People of New York v. Cooper et al.*

For interesting comments on this case see the *Public Ledger* for July 2, 1836.

[58] *Commonwealth v. Hunt,* 1842, 45 *Mass.* 111.

[59] Carroll, T. A. *Conciliation and Arbitration in the Boot and Shoe Industry, Bulletin, Department of Labor,* January, 1897, No. 8, p. 5.

[60] See appendix 1 for *Boot and Shoe Workers' Union Stamp Contract.*

[61] For the organization of advisory boards and arbitration committees among the boot and shoe workers see the following: *Boot and Shoe Machine Men of Chicago*

exist, the contracts make provision for submitting disputes to the state board of arbitration.[62]

In a trial for conspiracy, following a strike by the journey-

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Constitution, 1890, Art. 3, Sec. 13.. . . . The most important obligations and good intentions of this [arbitration] committee are, however, to adjust difficulties between employers and employees of our craft in this city, and, if possible to prevent strikes and lockouts in the future.

Boot and Shoe Workers International Union Constitution, Adopted at 4th Annual Convention, Held in Philadelphia Pa., June 6-9, 1892. Provision is made for *Shoe Councils* as follows:

Sec. 1. The general executive board shall cause to be provided local shoe councils in such localities as will best serve the interests of the International Union, . . . Two or more unions may constitute a council.

Sec. 3. It shall be the duty of the members of the council to keep themselves posted on all questions of interest to our trade; hear and decide all questions referred to them by the local unions under their jurisdiction, subject to appeal to the general executive board. . . . They shall use every available means to avoid strikes or stoppages of work which may be detrimental to the best interests of the members; preserve harmony between employer and employed; and be ready to labor for the advancement of organized labor.

Sec. 11. Shop councils shall cause to be appointed Shop committees. . . . If a grievance arises in a shop the shop committee shall use all means in their power to effect a settlement of same. In case a settlement cannot be effected they shall refer the case to the local executive board or local union. If a board or union cannot effect a settlement it shall be referred to the shoe council (where one exists). If no council exists it shall be referred to the general executive board. Shop committees shall perform such other duties as may be assigned them by the council.

Sec. 14. Local councils shall be subject to the general executive board. . . .

Lasters' Protective Union of America, General and Local Constitution, together with Rules of Order, and Rules Governing Local Advisory Boards, as Amended and Adopted at the Semi-annual Convention in Boston, Mass., April 25-30, 1892. Art. 9. Sec. 1. The general advisory board shall consist of one member of each branch of the organization and the general secretary and general treasurer and shall therefore at all times equal the number of branches of the organization plus two.

Sec. 4. But three members of the general advisory board shall act together at the same time and place except as hereinafter provided. . . .

Sec. 5. Any branch . . . before ordering a strike or taking any action that may be liable to cause a lockout shall notify the general secretary and request a meeting of the general advisory board.

Sec. 6. The decision of the general advisory board shall be binding.

Art. 29, Sec. 1. Any branch of the organization. when acting with the general advisory board, shall have power to submit the settlement of any strike, lockout, difference or dispute that may exist, to any board of arbitration which shall equally represent both parties to the controversy.

Sec. 2. Should the settlement of said strike, lockout, difference or dispute be submitted to said board of arbitration, the decision . . . shall be binding on all members of the organization affected thereby.

Art. 35. The general officers shall constitute a boycott committee.

Also see *Boot and Shoe Workers' Union Constitution, Revised . . . 1902*, for present regulations relative to advisory boards and arbitration committees.

[62] *The Union Boot and Shoe Worker*, Apr. 1900, and Feb. 1902.

men hatters of New York City, in 1823, it was charged that the defendants would not work for any master having in his service any workmen who had not agreed to "certain rules."[63] There is no evidence to show that the hatters had organized before 1819;[64] however, they reached an advanced stage of trade union tactics so soon after organization because certain members of the craft had brought over trade union traditions from England. From the time of their organization the hatters had a continued struggle for "recognization"[65] until about 1885. In that year, the Hat Makers' Association and the hat manufacturers of Danbury, Connecticut adopted an agreement which provided for the adjustment of all questions through committees. The agreement further provided for the arbitration of disputes within the trade and where the arbitration board representing the two parties could not come to a settlement they were to refer the matter to three disinterested parties whose decision was to be final.[66] Since that time wages and other conditions of employment have generally been settled through joint agreements in the trade.[67]

[63] *The People [of New York] v. Henry Trequier, James Clawsey and Lewis Chamberlain;* Wheeler, *Criminal Cases,* Vol. I, p. 142. The main charge in the indictment was their refusal to work with non-union men.

[64] McNeill, *The Labor Movement* . . . p. 71. Also see Weeks, Report on *Trade Societies,* bound with Vol. 20 of the *10th Census.* This report states that the *Silk and Fur Hat Finishers' National Association* was formed in 1843 and the *National Trade Association of Hat Finishers* in 1854. Contemporary constitutions of Hatters place the date of organization of the *United Journeymen Hat Makers' Association* of Danbury, Conn., at 1850 (Const. 1889); the *National Trade Association of Hat Finishers* at 1854 (Const. 1882); and the *Wool Hat Finishers' Association of the United States* at 1869 (Const. 1888).

[65] See *National Trade Association of Hat Finishers of the United States of America, Proceedings of the Special Convention,* Danbury, Conn., Apr. 24–29, 1882, 43–45; and *Report* . . . of May, 1885. 3–4.

[66] See *Agreement* adopted Dec. 28, 1885, signed by sixteen manufacturing companies and agreed to by the *Hat Makers' Association.*

[67] For a typical illustration of the organization of arbitration committees among the hatters see the *United Journeymen Hat Makers' Association of Danbury, Conn., Constitution, 1889.* Art. 9. Sec. 1. Each shop is to regulate its own bills of prices and methods of work in accordance with this constitution and by-laws.

Sec. 2. Bills of prices are to be made for each season at stated times. . . .

Sec. 3. All disputes between employer and employees which cannot be settled by them are to be submitted to arbitrators, in the selection of whom each shall have an equal voice. The decision shall be final.

Sec. 4. The arbitration committee shall consist of three journeymen and three employers. In case they cannot agree each side shall choose one person not connected with the trade. They shall choose a third person and these shall decide the case.

The journeymen tailors brought over the "customs and rules" from England, and the tailors in this country were organized as early as 1806. A strike in Philadelphia in 1827, in which they demanded the reinstatement of five journeymen who had been discharged for demanding higher wages, showed that they were not far behind the shoemakers, printers, and hatters in developing concert of action for the purpose of protecting their interests in the trade. In the trial for conspiracy which followed this strike the evidence disclosed the fact that five tailors had individually asked for an increase in wages. This increase was temporarily granted but at the first opportune moment the men were discharged. Thereupon the remaining journeymen in the shop went on strike, with the result that they were found guilty of a conspiracy to compel their masters to re-employ the discharged men.[68]

The trial of the twenty-one Journeymen Tailors of New York City held in the court of oyer and terminer in 1836 is mainly interesting for the heavy fines which were imposed.[69] The tailors were indicted for striking for higher wages and preventing others by threats, and promises, and various modes from working except for the prices fixed by the union. The Court in his charge said: "Combinations were not necessary in this country for the protection of mechanics or any other class, they were of foreign origin and not in harmony with our institutions."[70] Accordingly he imposed fines ranging from $150 for the president to $100 each for the members of the union.

At the present time the majority of the skilled workmen in the tailoring trades belong to the Journeymen Tailors' Union.[71] This organization has a system of joint agreements in successful operation.

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[68] *Commonwealth v. Moore et al.* 1827. (*Trial of Twenty-four Journeymen Tailors* before the Mayor's Court, Philadelphia, September Sessions, 1827) 6, 15, 164–7.

[69] *Commercial Advertiser,* June 11, 1836.

[70] *The People v. Faulkner et al.,* (*Trial of Twenty-one Journeymen Tailors of the City of New York,* Court of Oyer and Terminer, 1836.)

[71] For their forms of organization see *Journeymen Tailors' Union of America, Constitution, Adopted by the 5th Convention . . . Aug. 12–17, 1889, and Approved by General Vote of the members, Nov. 1889; as Amended . . . Apr. 1, 1896.*

The United Garment Workers[72] include the less skilled workmen engaged in the making of clothing. The public agitation against sweat shops has recently enabled garment workers to use their union label with good effect in collective bargaining. Most of their agreements begin: "In consideration of the use of the union trade label of the party of the second part the party of the first part agrees to abide by the following rules and conditions governing the same. . . . " However, the difficulty of organizing the various nationalities employed in working on ready-made clothing and the irresponsible character of the small contractors,[73] many of whom are without property or reputation, have so far prevented any very effective changes in the conditions of employment.

In the textile trades the movement toward collective bargaining has also been modified by external influences. The introduction of foreign laborers and the large proportion of women and children in the textile factories have prevented a normal development of associated action on the part of employees. In a few branches, where more than ordinary skill is required, the operatives have built up strong organizations which have been able to secure joint agreements. However, for most of the different classes of textile workers, conditions of employment are fixed by employers rather than by joint conferences between employers and workmen.[74] The need of closer co-operation between employers and workmen is recognized by the National Federation of Textile Operatives of America in their constitution of 1900, in which they set forth one of their objects to be, "To persuade employers to agree to arbitrate all differences which may arise between them and their employees in order that the bonds of sympathy between them may be strengthened and that strikes may be rendered unnecessary."

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[72] *United Garment Workers of America Constitution*, N. Y.. 1891. Same, 1899. For rules of local organizations see *Gotham Association (Knife Garment Cutters) of New York City and Vinicity, By-laws*, N. Y. 1887, *and Bee-Hive Association of Ladies Underwear Cutters of New York and Vicinity, By-laws*, N. Y. 1892.

[73] See *United Brotherhood of Cloak Makers v. Gurewitz, N. Y. Law Journal* Aug. 1, 1900, and *United Brotherhood of Cloak Makers v. Frank, N. Y. Law Journal*, Nov. 8, 1900, for violation of collective agreements by employers.

[74] See *National Cotton Mule Spinners' Association of America* established Oct., 1858, *Constitution*, 1890. Art. 13, Secs. 3–4.

Metal Working and Machine Trades. In the metal working trades the iron workers were among the first to secure written agreements. Their conference committees date back to 1865, when an agreement[75] was made between a committee of boilers and a committee from the Iron Manufacturers, of Pittsburg. They fixed a scale of prices to be paid for boiling pig iron, based on the manufacturers' card of prices. They further agreed that either party should have the right to terminate the agreement by giving ninety days' notice to the other party and that there should be no deviation without such notice. During the year the workmen served the requisite notice and obtained two revisions of the scale in their favor. Finally the manufacturers served notice of a reduction of $2.00 per ton. This being rejected by the workmen, a general lockout ensued which lasted from December, 1866, to May, 1867, and was finally ended by the manufacturers paying the price demanded,—the one fixed in the original scale of 1865. This was rather an unfavorable beginning, but the workmen asked for another conference with the manufacturers. It was granted and a new scale of prices was agreed upon in July, 1867.[76] For a period of seven years this scale was maintained with only a few technical changes made by mutual consent. In 1875, there were some disagreements but after several short lockouts and after several new scales of prices had been adopted and in turn set aside, the manufacturers finally agreed to sign a scale for the following year. With slight modifications this scale was renewed from

[75] Memorandum of Agreement. Made this thirteenth day of February, 1865, between a *Committee of Boilers* and a *Committee from the Iron Manufacturers*, appointed to fix a scale of prices to be paid for boiling pig iron, based on the *Manufacturers' Card of Prices;* it being understood either party shall have the right and privilege to terminate this agreement by giving ninety days' notice to the other party, and that there shall be no deviation without such notice. . . .

[76] Memorandum of Agreement. Made this twenty-third day of July, 1867, between the *Committee of Boilers and Manufacturers*, to wit:—That $9 per ton shall be paid for boiling pig iron until Aug. 17, 1867. From that time until Sept. 15, eight dollars shall be paid. After latter date the following scale shall be operative:— . . . Being twenty-five cents per ton reduction or advance for each change of one-quarter of a cent per pound on card rates Either party to this arrangement can terminate the same by giving thirty days' notice to the other party. It is further understood that immediate steps shall be taken by both parties. following said notice, to meet, and endeavor to arrange the difference, and settle the difficulty which occasioned said notice.

year to year without much difficulty until 1879, when the puddlers again went on strike to prevail upon the manufacturers to renew the scale of prices in force the previous year. After a short delay the manufacturers signed the proposed scale. In 1880, an advance was demanded by the boilers. It was conceded by the employers and the scale adopted in that year remained in operation for five years.[77]

The system of the sliding scale so long in successful operation in the iron and steel industry is described by the president[78] of the Amalgamated Association of Iron and Steel Workers a follows: "Under the sliding scale, a rate of wage is agreed upon for each position to be governed by the scale and then a selling price for the material is selected as being a fair minimum price, while that particular rate of wage is paid; a percentage of advance in the selling price of material is then listed as requiring a slight percentage of advance in the wages of the men in the several positions. The ratio of advance in wages is thus listed with the advance in material until the probable highest figure the material will sell at has been reached. A corresponding reduction in wage is agreed to as the material recedes in price. But a minimum price is agreed upon as representing a stopping point, in the decline in wages, and although the employer is free to sell his material lower than this minimum he is not permitted a reduction in wage below."

Various labor organizations[79] in the iron industry carried on negotiations with employers under the system of the sliding scale. Gradually the various groups have been united under the National Amalgamated Association of Iron, Steel, and Tin Workers of the United States. The extraordinary concentration in

[77] For an account of the early *Scales of Prices* adopted in the iron and steel industries at Pittsburg, see Pennsylvania, Bureau of Industrial Statistics, *Report*, 1880–1, 284–371.

[78] Garland, M. M., President of the Amalgamated Association of Iron and Steel Workers, address before the Congress on Industrial Conciliation and Arbitration, held under the auspices of the Industrial Committee of the National Civic Federation, Nov. 13 and 14, 1894.

[79] The United Sons of Vulcan organized in 1858 were the first trade union to secure a definite agreement with iron manufacturers in the United States. For a partial statement of this agreement see foot note 75.

For the general policy of the National Amalgamated Association of Iron and Steel Workers see their *Constitution and General Laws, adopted as amended by national convention . . . June, 1892.*

the iron and steel industry during recent years has left the workmen in a relatively weakened position for bargaining with employers.

From the time of its organization in 1859, the National Union of Iron Molders was zealous in obtaining "recognition" for the union. The early records indicate a long period of turbulence before the union finally reached its present period of peaceful negotiation for trade agreements. At the annual convention in 1867 the president[80] reported that the cost to the organization to support strikes and lockouts, for the six years ending January 11, 1866, amounted to $1,161,582.26, an average to the man per year of about $24. Commenting on this amount the president said, "Although this aggregate looks very large, yet when we divide it among the whole membership and consider that we have doubled our wages in six years and have secured a thousand other blessings, we cannot help but acknowledge that these things have been purchased at a very cheap rate." The Iron Moulders Journal for April 30, 1879, recounts less favorable phrases in the history of the union as follows: "little was accomplished until 1863 when the organization was rapidly extended until in every city, East and West, to be out of the union meant social ostracism and a molder without a card was a curiosity. The power acquired and assumed caused a sense of independence and security to prevail that rapidly destroyed even the acquired power. Strikes for almost impossible objects were of weekly occurrence, especially in the cities; taxation became very heavy and continuous, many of those taxed were not believers in strikes and gradually withdrew from the organization; the smaller unions suspended in the midst of strikes and in 1869 the debts of the organization were simply enormous. About this time the brakes were put on and strikes were discountenanced, the work of organization was commenced, the debt was paid off, and the prospects were . . . favorable until 1873

[80] Sylvis, Wm. H., President of the Iron Moulders International Union, *Annual Report, in Proceedings of the Eighth Annual Convention, Boston, 1867.*

A careful investigation which Professor John R. Commons has made into the records of the Iron Molders indicates that the expenditures for strikes and lockouts during the period did not reach the estimates given by the president of the International Union.

when another industrial panic followed. . . . Heavy reductions in wages drove off the weak . . . and this added to our late internal troubles has almost destroyed what was at one time the best organization of labor in America."

Accounts of the early conferences of the molders with employers are meager. However, the following statement from the *Iron Molders' Journal* of July, 1874, shows that the local union at Johnstown, ,Pennsylvania, had written agreements with employers before that date. The complaint is made that:—"The manager [of the Columbia Iron Works] first acknowledged the rights of workingmen to form unions and then claimed the right to refuse to hire them because they were union men. . . ." The statement continues:—"The men locked out prove, however, that the unions were recognized by Morrell [the manager] asking for committees therefrom to settle disputes and make agreements; that the unions have lived up to every agreement; and that the present lockout is occasioned by Morrell's desire to break a written agreement entered into with the unions."[81] In 1879, strikes by the Iron Molders of Cincinnati against a reduction and for an advance in wages were compromised and a written agreement, which fixed the price for six months, was adopted.[82]

Almost continuous strikes and lockouts prevailed in the iron foundry and especially in the stove foundry trades in the decade before 1891. Local agreements,—some of which dated as far back as 1873—had occasionally been obtained from employers by the Iron Molders' union,[83] but the principle of settling difficulties by means of business conferences was far from being established. The pressure of increased competition forced the manufacturer and the unions into frequent disputes. The ques-

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[81] In an address before the National Conference on Industrial Conciliation and Arbitration, Chicago, 1900, President Fox of the Iron Molders' Union of North America stated that "as early as 1876 a referendum vote of the membership of the Iron Molders' Union had declared in favor of the arbitration of trade disputes, but had not been able to successfully put this policy in operation because there was no association of employers with whom to enter into such contract."

[82] Ohio, Bureau of Labor Statistics, *Third Annual Report*, 52, 53.

[83] *Iron Molders' International Union, Proceedings of the Eighth Annual Session*, Jan. 1867, 10.

Iron Molders' Journal, Sept. 10, 1874; Sept. 10, 1877; Apr. 30, 1879; June, 30, 1880.

tion of apprenticeship, the employment of "berkshires," the amount of percentage to be paid on the "board" price, the demands for a "gangway count" and "price book" remained fruitful causes for friction throughout the decade. The question as to who should be designated a molder continued an ever present source of controversy resulting in numerous strikes and lockouts, and it was not until 1891 that any effective progress toward securing peace in the trade was made. In that year, representatives of the Iron Molders' Union of North America[84] and of the Stove Founders' National Defense Association met in Chicago and adopted a joint agreement to settle disputes by conciliatory methods. This agreement further provided that neither party should discontinue operations pending investigation and adjudication. In the conferences between employers and employees since that time a system of collective bargaining has been developed under which wage scales are fixed for the entire country.[85] Strikes have been largely eliminated and mu-

[84] See *Iron Molders' Union of North America, Constitution and Rules of Order, Adopted at Detroit, Mich., July 19, 1890;* and *Constitution and Rules of Order, Adopted at Toronto, Ontario, July 24, 1902.*

[85] *Conference Agreements between the Iron Molders' Union of North America and the Stove Founders' National Defense Association.*

CONFERENCE, 1891. Whereas, there has heretofore existed a sentiment that the members of the Stove Founders' National Defense Association and the members of the Iron Molders' Union of North America were necessarily enemies and in consequence a mutual dislike and distrust of each other and of their respective organizations has arisen, provoking and stimulating strife and ill-will, resulting in severe pecuniary loss to both parties. Now, this conference is held for the purpose of cultivating a more intimate knowledge of each other and of their methods, aims and objects, believing that thereby friendly regard and respect may be engendered, and such agreements reached as will dispel all inimical sentiments, prevent further strife and promote the material and moral interests of all parties concerned.

CLAUSE 1, CONFERENCE 1891. *Resolved,* That this meeting adopt the principle of arbitration in the settlement of any dispute between the members of the I. M. U. of N. A. and the members of the S. F. N. D. A.

CLAUSE 2, CONFERENCE 1891. That a conference committee be formed, consisting of six members, three of whom shall be stove molders appointed by the Iron Molders' Union of North America and three persons appointed by the S. F. N. D. A., all to hold office from May 1 to April 30 of each year.

CLAUSE 3, CONFERENCE 1891. Whenever there is a dispute between a member of the S. F. N. D. A. and the molders in his employ (when a majority of the latter are members of the I. M. U.), and it can not be settled amicably between them, it shall be referred to the presidents of the two associations before named, who shall themselves, or by delegates, give it due consideration. If they can not decide it satisfactory to themselves, they may by mutual agreement summon the conference committee, to whom the dispute shall be referred, and whose

tual respect has been established through strong organizations on both sides.[86] Both employers and employees express great satisfaction with their system of collective contracts.[87]

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decision, by a majority vote, shall be final and binding upon each party for the term of twelve months.

Pending adjudication by the presidents and conference committee, neither party to the dispute shall discontinue operations, but shall proceed with business in the ordinary manner. In case of a vacancy in the committee of conference, it shall be filled by the association originally nominating. No vote shall be taken except by a full committee or by an even number of each party.

CLAUSE 4, CONFERENCE 1892. Apprentices should be given every opportunity to learn all the details in the trade thoroughly and should be required to serve four years. Any apprentice leaving his employer before the termination of his apprenticeship should not be permitted to work in any foundry under the jurisdiction of the I. M. U. of N. A., but should be required to return to his employer. An apprentice should not be admitted to membership in the I. M. U. of N. A. until he has served his apprenticeship and is competent to command the average wages. Each apprentice in the last year of his apprenticeship should be given a floor between two journeyman molders, and they with the foreman should pay special attention to his mechanical education in all classes of work.

CLAUSE 5. CONFERENCE 1892. The general rate of molders' wages should be established for each year without change.

CLAUSE 6, CONFERENCE 1892. When the members of the Defense Association shall desire a general reduction in the rate of wages, or the Molders' Union an advance, they shall each give the other notice at least thirty days before the end of each year, which shall commence on the first day of April. If no such notice be given the rate of wages current during the year shall be the rate in force for the succeeding year.

CLAUSE 7, CONFERENCE 1892 amended 1893. Any existing inequality in present prices of work in any shop should be the basis for the determination of the price of new work of similar character and grade, unless the presidents of the two organizations, or their representatives, shall decide that the established prices of similar work in the shop are not in accord with the price of competitive goods made in the district.

CLAUSE 8, CONFERENCE 1893. Any existing inequality in present prices of molding in a foundry or between two or more foundries should be adjusted as soon as practicable upon the basis set forth in the foregoing paragraphs by mutual agreement, or by the decision of the adjustment committee provided by the conference of March, 1891.

CLAUSE 9, CONFERENCE 1896. Firms composing the membership of the S. F. N. D. A. should furnish in their respective foundries a book containing the piece prices for molding, the same to be placed in the hands of a responsible person.

CLAUSE 10, CONFERENCE 1896. New work should always be priced within a reasonable time, and under ordinary circumstances two weeks is considered a reasonable time, and such prices, when decided upon, should be paid from the date the work was put in the sand.

CLAUSE 11. CONFERENCE 1896, AMENDED 1903. The members of the S. F. N.

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[86] For the financial strength of the *Iron Molders' Union of North America* see the *Quarterly Reports of President, Vice Presidents, Secretary, Treasurer, Journal Receipts and Financial Standing of Local Unions for Quarter Ending Sept. 30, 1902* Cincinnati 1902.

[87] Testimony of Thomas J. Hogan, Secretary, Stove Founders' National Defense Association, before the U. S. Industrial Commission, September 14, 1900. *Ind. Com. Report*, VII., 860–873.

The system of collective bargaining between the Iron Molders' Union and the Stove Founders' National Defense Association

D. A. shall furnish to their molders: Shoves, riddles, rammers, brushes, facing bags, bellows and strike-off, provided. however, that they charge at actual cost tools so furnished, and collect for the same, adopting some method of identification; and when a molder abandons the shop, or requires a new tool in place of one so furnished, he shall, upon the return of the old tools, be allowed the full price charged, without deducting for ordinary wear; and damage beyond ordinary wear to be deducted from amount to be refunded.

CLAUSE 12, CONFERENCE 1896, AMENDED 1903. When it is shown that the aggregate loss on account of dull iron amounts to 4 per cent of the total value of the work poured by the molders in any one heat, it shall be deemed a bad heat, and payment shall be made for all work lost from this cause; it being understood that when more than one cupola is used. the molders receiving iron from each cupola shall be considered the same as though they were working in separate shops, in making above computation.

If sufficient iron is not furnished the molder to pour off his work, and such work has to remain over, he shall be paid for such work remaining over at one-half the regular price.

These rules shall apply, excepting in case of breakdown of machinery, or other avoidabe accidents, where no allowance shall be made.

CLAUSE 13, CONFERENCE 1898. Whenever a difficulty arises between a member of the S. F. N. D. A. (whose foundry does not come under the provisions of clause 3, 1891 conference) and the molders employed by him, and said difficulty can not be amicably settled between the member and his employees, it shall be submitted for adjudication to the presidents of the two organizations or their representatives without prejudice to the employees presenting said grievance.

CLAUSE 14, CONFERENCE 1898. In pricing molding on new stoves. when there are no comparative stoves made in the shop, the prices shall be based upon competitive stoves made in the district, thorough comparson and proper consideration being given to the merits of the work according to labor involved.

AMENDMENT TO CLAUSE 9, CONFERENCE 1896: CLAUSE 15, CONFERENCE 1899. Stove manufacturers. members of the S. F. N. D. A., shall furnish in their respective foundries a book containing the piece prices for molding, the same to be placed in the care of the foreman of the foundry and a responsible molder agreeable to both employer and employees, said book to be placed in a locker on molding floor, to which the foreman and the molder so elected shall each carry a key.

CLAUSE 16, CONFERENCE 1902. The general trend of industrial development is towards employing skilled labor, as far as practicable. at skilled work, and in conformance with this tendency every effort should be made by the members of the S. F. N. D. A. and the I. M. U. of N. A. to enable the molder to give seven hours of service per day at molding, and to encourage the use of unskilled help to perform such work as sand cutting and work of like character, when the molder can be given a full day's work.

CLAUSE 17, CONFERENCE 1902. Inasmuch as it is conceded by the members of the S. F. N. D. A. that the earnings of a molder should exercise no influence upon the molding price of work, which is set. according to well-established precedent and rule of conference agreements, by comparison with other work of a like kind, the placing of a limit upon the earnings of a molder in the seven hours of molding should be discountenanced in the shops of members of the S. F. N. D. A.

CLAUSE 18, CONFERENCE 1902. When a full floor of new work is given a molder he should be guaranteed the day-work rate of pay for the first day, in order that he may be given an opportunity to get the job in good running order

became the basis of a similar system[88] established in 1899 between the same union and the National Founders' Association.

The agreement[89] made in 1899 between the Iron Molders' Con-

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for piecework; if, however, the molder should earn more than the day-work rate he should be paid his full earnings.

CLAUSE 19, CONFERENCE 1902. Where a change of job is made the molder often loses considerable time and is put to great inconvenience through the necessary clamps, boards and other facilities needed for the job not being supplied to him promptly. We believe that in well-regulated shops that should be made a feature of the shop management and should be a subject of favorable recommendation to the members of the S. F. N. D. A.

[88] *New York Agreement between National Founders' Association and Iron Molders' Union of North America, Conference 1899.*

Whereas, the past experience of the members of the National Founders' Association and the Iron Molders' Union of North America, justifies them in the opinion that any arrangement entered into that will conduce to the greater harmony of their relations as employers and employees, will be to their mutual advantage; therefore, be it

Resolved, That this committee of conference endorse the principle of arbitration in the settlement of trade disputes, and recommend the same for adoption by the members of the National Founders' Association and the Iron Molders' Union of North America, on the following lines:

That in the event of a dispute arising between members of the respective organizations, a reasonable effort shall be made by the parties directly at interest to effect a satisfactory adjustment of the difficulty; failing to do which, either party shall have the right to ask its reference to a committee of arbitration which shall consist of the presidents of the National Founders' Association and the Iron Molders' Union of North America, or their representatives and two other representatives from each association appointed by the respective presidents.

The finding of this committee of arbitration, by a majority vote, shall be considered final in so far as the future action of the respective organizations is concerned.

Pending adjudication by the committee on arbitration there shall be no cessation of work at the instance of either party to the dispute.

The committee of arbitration shall meet within two weeks after reference of the dispute to them.

[89] *Agreement between the Iron Moulders' Conference Board of New York and Vicinity and the Foundrymen of New York City.*

We, the undersigned Foundrymen of New York city and vicinity, and the Iron Moulders' Conference Board of New York and vicinity, believing that this constant wrangle over wages and resulting in strikes and lockouts, is an element of disturbance to our mutual interests, do, for the purpose of avoiding the same, hereby agree:

First: That on and after June 1. 1899, the moulders in our employ will be paid a minimum wage, as follows: Floor moulders, $3; bench moulders, $2.75 per day, wages paid above this rate to be maintained, and that this rate shall continue in force until May 1, 1900, and thereafter, unless otherwise determined, as follows:

Second: That yearly conferences of the Foundrymen of New York City and vicinity, and said Iron Moulders' Conference Board, for the purpose of agreeing upon a wage scale for the ensuing year, shall be held; and that all such agreements, including that contained in the first clause of this agreement shall be binding upon both parties until the 30th day of April next following, and unless thirty days previous thereto of any year notice of a desire to change the

ference Board and a majority of the foundrymen of New York City further illustrates the advantages of collective agreements to both parties to the labor contract.

The joint agreement system established between the International Association of Machinists and the National Metal Trades Association[90] in 1899 was short lived. Dispute arose as to the interpretation of the nine-hour clause and the strikes which followed resulted in the break-up of the national system in 1901. However, local agreements[91] were generally entered into between employers and the Machinists' Association after the settlement of the difficulties and probably the re-establishment of the national system is only a question of time.

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wage rate be given by either party to this agreement, the wage rate then prevailing shall be the wage rate for the next following year.

Third: If no notice for a desire of change in the wage rate be given by either party thirty days previous to April 30th of any year, the holding of the yearly conference may be dispensed with, and the action of the previous conference shall continue operative for another year.

Fourth: That during the months of June. July and August, beginning with the first Saturday in June will be observed as a holiday for the entire day, and that each alternate Saturday, beginning with the second Saturday in June will be observed as a work day unless otherwise agreed upon.

Fifth: Any complaint made by the foremen of the different foundries as to the amount of work being performed by an individual moulder, shall be referred to a special committee of three fellow moulders in said shop for adjustment; and such adjustment if unsatisfactory, shall be appealed to the two associations parties to this agreement.

Sixth: That any foundry which runs overtime shall, except in case of accident or cause beyond control not consuming more than thirty minutes time, pay to its moulders time-and-a-half.

NEW YORK, *May* 23, 1899.

[90] For their forms of organization see *International Machinists' Union of America, Founded June 24, 1891; Constitution Adopted Sept. 26, 1891; International Association of Machinists, Constitution of the Grand Lodge and of Subordinate Lodges, Revised and Adopted at Toronto Ontario, June, 1901* and *National Metal Trades Association, Constitution, By-laws, Declaration of Principles, Resolutions,* Cincinnati, 1902.

[91] The following agreement entered into between Buckeye Lodge, No. 55, of Columbus, Ohio, and the metal manufacturers of that city, Jan. 21, 1901, is typical of local agreements between the International Association of Machinists and the Metal Trades Association.

First. The minimum rate of pay for machinists will be 25 cents per hour unless working by the piece, prices for which are to be mutually agreed upon between employer and employee. The rate for tool-makers and die-sinkers shall be 30 cents per hour. Machinists employed in tool rooms of machine shops are not to be considered tool-makers or die-sinkers.

Second. All overtime between 6 and 10 P. M. shall be paid for at time and one-quarter. All overtime from 10 P. M., also Sunday, Labor Day, July 4th, Thanksgiving and Christmas Day shall be paid for at time and one-half.

Third. In the employment of apprentices, one shall be allowed to the shop

Local systems of collective bargaining in the metal working and machine trades have also been secured by the International Brotherhood of Blacksmiths,[92] and by the Metal Polishers'' Buffers', Plasters', and Brass Workers'[93] International Union of North America.

Wood Working. In the wood-working trades, the Amalgamated Wood-workers' International Union has been especially successful in securing recognition and joint agreements since its

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and one to every five machinists or fraction of five. The compensation for such apprentices shall be in accordance with the scale established for the International Association of Machinists, as follows:

$0.50 per day for the 1st year.
.75 per day for the 2d year.
1.00 per day for the 3d year.
1.25 per day for the 4th year.

It is agreed, however, in shops where the number of apprentices now employed exceeds the above ratio, no more shall be employed until the number shall have been reduced to the above limit. After an apprentice shall have served his four years' time in one shop, he shall be given his clearance papers by the employers with whom such time shall have been served.

Fourth. In employing machinists, no discrimination shall be made between union and non-union men.

Fifth. When necessary to reduce the force employed, it is agreed that when re-engaging men the preference be given to former efficient employees.

Sixth. In case of grievances arising, the employers agree to receive a committee of employees to investigate and endeavor to effect a settlement. One-half of said committee is to be selected by employers and the other half by employees. The latter may be members of the shop committee.

Seventh. It is expressly agreed that if any employee is found guilty of interfering or annoying in any way his fellow-workmen, such act shall make the offender subject to immediate discharge.

Eighth. Such employees as are capable of doing work not requiring the skill of machinists shall not be affected by this agreement.

Ninth. Employees shall be governed by the rules regulating and governing the management of individual shops in which they are employed.

Tenth. This agreement shall remain in force until January, 1, 1902, and unless notice is given by either party thirty days prior to that date, it shall remain in force for another year thereafter.

On behalf of Metal Trades Association. R. JEFFREY, President.
HAROLD G. SIMPSON, Secretary.

On behalf of International Association of Machinists.
H. L. WEDEMEYER. Secretary. WM. WEIR, President.

Witnesses: Hutchin, Kingsbury.

[92] For their general rules see *International Brotherhood of Blacksmiths, Constitution and By-laws, Revised and Adopted at Buffalo, N. Y., Sept. 2-6, 1901.*

[93] For an interesting development of boards for arbitration within the trade see:—*Constitution of the International Brotherhood of Brass Workers,* 1890, Art. 14, Sec. 1. "Whenever any grievance arises between members of this organization and their employers, the shop committee shall use every effect to arbitrate and settle the difficulty. If unable to effect a settlement the shop

organization in 1890.[94] This has been due in part to the concentration of business in large factories with the consequent combination of workmen, and also in a large measure to the very efficient officers at the head of the International Union.

The Amalgamated Woodworkers' Council of Chicago has for a number of years[95] entered into agreements with the Mill Men's Club of Cook county. These agreements in general provide for the employment of union men, the use of the union stamp, the adoption of a minimum wage scale, the exclusion of piece work, the regulation of apprenticeship, the recognition of union representatives, and the establishment of an arbitration committee to settle disputes.[96] Local agreements[97] exist in most of the

committee shall report to the president of the local brotherhood who shall . . . call a special meeting to take action on the same.

Sec. 2. The local brotherhood shall then appoint a committee of three . . . the president and two others, who shall immediately endeavor to arbitrate and effect a settlement.

Sec. 3. If the local brotherhood is unable to effect a settlement, it shall then be referred to the international executive board within forty-eight hours.

Sec. 4. The international executive board shall have full power to arbitrate and settle all difficulties and grievances that may arise.

Sec. 5. The international brotherhood guarantees its moral and pecuniary support to all its members in difficulties which may arise between them and their employers. . . .

Sec. 27. In places where more than one Local holds a charter, said Locals shall form a joint strike committee for the management of all strikes or lockouts."

Also see the *Constitution of Brass Molders' Union, No. 1 of Chicago, 1890, By-laws*, Art. 6, Sec. 1, which provides as follows: "In case of trouble of any kind in any shop no member or any number of members can declare that shop on strike without first bringing the trouble before the union and the union must sanction the strike by a two-thirds vote before any of the members will be allowed to quit work. Any member going on strike without first being authorized to do so by this union will be fined $10, and if not paid, will be expelled."

For present regulations in the trade see *Metal Polishers, Buffers, Platers, Brass Molders & Brass Workers International Union of North America, Due Book and Constitution*, N. Y., 1902.

[94] For an account of the first steps in the formation of the Machine Woodworkers' International Union of America see the *Machine Woodworker*, Dec. 1890, and Sept., 1891. For a statement of their principles see the *Constitution, adopted at St. Louis, Aug., 1890; revised at Chicago, Dec. 27th to 31st, 1892.*

[95] *See Cyclopedia of Information for Woodworkers* for the agreement entered into Oct. 4, 1897.

[96] For a typical agreement between the *Amalgamated Woodworkers Council of Chicago* and the employers see appendix 11.

[97] The following form has been commonly used by local unions of woodworkers in bargaining with employers.

Amalgamated Wood-workers International Union.

Articles of Agreement.

Agreement entered into on this, the —— day of ——, 18—, between ——

large cities and in the smaller towns which are wood-working centers.

The woodworkers' union has been involved in a large number of demarcation disputes. On the one hand they have met the opposition of the Brotherhood of Carpenters and Joiners which claims jurisdiction over work covered by the woodworkers and on the other hand they have had controversies with the United Order of Box Makers and Sawyers because this union covers work over which the woodworkers claim jurisdiction. With the rapid development of various lines in the woodworking industries it has been inevitable that factional differences should dis-

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——, manufacturer of ——, part— of the first part, and the undersigned representatives of Amalgamated Wood-Workers' Union, No. —— of ——, parties of the second part.

Article 1. The part— of the first part hereby agree— to hire none but members in good standing of the Amalgamated Woodworkers' International Union, who carry the card issued by the above branch of said organization, or who shall signify their intention, or make application for membership in said union.

Article 2. The representative of the Amalgamated Woodworkers' Union No. —— shall have access to the factory of the part— of the first part at any reasonable time.

Article 3. The minimum scale of wages for cabinet makers and bench hands shall be $—— for —— hours; for machine hands, $—— for —— hours, and for finishers, $—— for —— hours, and it shall be understood that all employes who receive more than the foregoing scale shall not be subject to any reduction in said wages by reason of the adoption of this minimum scale.

Article 4. In consideration of the above the parties of the second part hereby agree that the part— of the first part shall be furnished, and have the right to use the union label issued by the Amalgamated Woodworkers' International Union.

Article 5. Party of the first part may have one apprentice to every ten bench men, or fraction thereof, and one apprentice to every five machine men, or fraction thereof. Each apprentice shall serve a term of three years at the following rate of wages: "First year, —— per day; second year —— per day, and the third year —— per day. No one shall be accepted as an apprentice who is over twenty years of age. Apprentices over sixteen years of age shall be obliged to carry the apprenticeship card of the Amalgamated Woodworkers' Union, No. —— of ——.

Article 6. In the event of any dispute arising between the parties to this agreement, then the part— of the first part, along with a representative or representatives of the Amalgamated Woodworkers' Union, shall endeavor to arrive at a settlement that will be satisfactory. In case no settlement is arrived at then the part— of the first part shall appoint one member, the parties of the second part another member, and the two parties so selected shall appoint a third member of an arbitration committee whose decision in the matter shall be final.

Article . This agreement shall be in force from the date of the signing hereof until ——. ....

For the part— of the first part. *For the parties of the second part.*

..... (Seal) ..... (Seal)

..... (Seal) ..... (Seal)

Strike out objectionable matter, and insert special articles not provided for above.

turb the separate groups of workmen organized into separate unions. Such differences are quite common in the early stages of development of labor organizations. With more complete organization petty differences due to demarcation disputes are usually eliminated through the disinterested efforts of labor leaders in neutral unions, who act as arbitrators between contending organizations. Gradually adjustments in accord with the nature of the different employments are worked out and the dividing lines between trades become definitely established.[98]

The Coopers' International Union,[99] and the United Order of Box Makers and Sawyers have also developed the joint agreement system within recent years.

Glass and Pottery Trades. In the glass and pottery trades[1] wage scales and other conditions of employment have been agreed upon in annual conference for quite a number of years. In 1885, the Flint Glass Manufacturers' Association, composed of 17 firms, created a general lockout by closing their works against all union men. In 1893, the United States Glass Company inaugurated a lockout against union men which lasted for three and one-half years. Similar fights were carried on at various times. Nevertheless, the union continued to grow and at the present time it controls 85 per cent of the workmen, or practically all of the skilled labor in the flint glass trade. When the National Glass Company was incorporated in 1899, it permitted all of its nineteen separate works to be unionized rather than face a strike of union men who objected to working in the same establishment with unorganized labor.[2] The glass trade furnishes a striking example of concentration in industry followed by cor-

[98] Compare the action of the *Chicago Federation of Labor,* in June, 1902, in establishing a commission composed of one delegate from each affiliated union, to adjust demarcation disputes among contending unions.

[99] The *Coopers' International Union, Constitution, 1892;* Art. 4, Sec. 1, provides that "all difficulties arising between employers and employees shall be referred to the local Executive Board who shall constitute a Board of Arbitration who alone shall have power to order strikes." The agreements made by the Coopers generally provide for arbitration of disputes not covered in the written contract.

[1] For conditions in the pottery trades see the *Wage scale adopted by the Sanitary Manufacturing Potters' Association and National Brotherhood of Operative Potters, to take effect July 7, 1902.* Trenton, N. J. 1902.

[2] Testimony of Addison Thompson, Secretary of the National Glass Company before the Industrial Commission, September 12, 1900, *U. S. Ind. Com. Report,* Vol. 7, 828–41.

Also see testimony of James Campbell, Ex-President Glass Workers of America given March 9, 1899; 43–54.

responding combinations of labor which insisted upon the right of organized collective action in order to maintain the position they had enjoyed under individual production.[3]

[3] For typical scales adopted by the American Flint Glass Workers Union and the Associated Glass Manufacturers see the following: *Wage and move list of the paste mould department adopted by the Associated Manufacturers & A. F. G. W. U. in joint committee meeting, Revised by conference, August, 1899; Price list of the prescription branch revised at a revresentative conference meeting between the Western Flint Bottle Association and the A. F. G. W. U. 1900–1901; Revised wage and move list of the Chimney branch, A. F. G. W. U., made at Muncie, Ind., 1899, and revised by the conference of manufacturers and workers in 1900; to continue in effect until June 30, 1902; Price list adopted by the Glass Bottle Blowers' Association of the United States and Canada, and the Flint Prescription Manufacturers' Association, applying to covered pots only. Blast of 1902–1903.* Camden, N. J. 1902.

The following form of agreement, used by the glass workers in Illinois, illustrates the main features of collective contracts in the glass working industry.

Glass Workers.

Agreement entered into this .... day of ...., 190.., between ...., manufacturers of..... parties of the first part, and the undersigned representatives of Local No. 1 of Chicago, Amalgamated Glass Workers International Association of America, party of the second part.

Article 1. The party of the first part hereby agree to employ none but members of the Amalgamated Glass Workers International Association who carry the current quarterly working card of said association or those who are willing to become members of said association and are competent workmen and eligible to membership in said union.

Article 2. Should it appear that the party of the first part employs any person or persons who are not eligible to membership in the Amalgamated Glass Workers International Association then such employes shall be or become members of the organization to which they may belong.

Article 3. The following minimum scale of wages shall prevail:

	Per hour.		Per hour.
Roughers	$0 30	Lead glaziers	$0 28
Smoothers	30	Prism glaziers	25
Emeryers	30	Glass setters (inside)	25
White wheelers	27	Glass packers	22½
Roughers	27	Cementers	19½
Scratch markers	31	Pattern cutters (stain glass)	
Scratch polishers	25	girls only	21
Scratch polishers machine		Kiln tenders	.....
hands	23	Emergency men	30
Silverers	.....	Tracers (sand blast)	25
Silverers helpers	22½	Stencil makers	28
Wheel cutters	.....	Gilders	23
Bevelers on lead work	25	Stencil foil cutters	17
Designers (stain glass)	30	Free hand foil	28
Designers (sand blast)	36	Finishers	17
Figure painter (class B)	41	Chippers	26
Draughtsmen	35	Washers	22½
Glass painters cartooners	59	Enamelers	25
Drapery painter (class C)	35	Machine men	25
Canopy emblem painters(class D)	28	Glass sign builders	.....
Glass cutters	31	Transferers	22½
Cutter, assistant mirror	25	Glass sign builders	.....
Metal sash glaziers	31	Helpers	17

And it shall be understood that any or all employes who are receiving more

Mining. In coal mining the beginning of conference committees can be traced back to 1869 in the anthracite regions. In that year the employers' association in the Schuylkill district

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than this minimum scale shall suffer no reduction by reason of the adoption of this agreement; it shall be further understood that any branch of this Amalgamated Glass Workers International Association which has no minimum wage scale herein specified, shall receive such scale as the party of the first part and the party employed may agree upon.

Article 4. Section 1. Nine hours shall constitute a days work for all branches of the trade involved in this agreement, except designers, cartooners, draughtsmen and glass painters, for whom eight and one-half hours shall be a day's work.

Section 2. It is agreed that all employés shall end their day's work one hour earlier on Saturday.

Section 3. Beginning with the first Saturday in May and ending with the first Saturday in September all employés shall have Saturday afternoon off, no time over nine hours in any one day shall be worked during the week to make up for time lost on Saturday, unless such time is paid for at the rate of time and one-half.

Article 5. Time and one-half shall be paid for all overtime, and double time shall be paid after 10:00 o'clock p. m., also for Sundays and the following legal holidays: New Years, Decoration, Fourth of July, Thanksgiving and Christmas days, and under no circumstances will a member of the organization be allowed to work on Labor day, and it shall be understood that over-time shall begin at the end of any regular day's work and shall be considered overtime until the beginning of any regular day's work.

Article 6. The party of the first part, and the party of the second part, hereby agree that all apprentices now employed shall remain as apprentices in the shop in which tney are employed, and their time of apprenticeship shall be three years, from the time they commence to work at the trade, at the following minimum scale of wages: First three months in the first year, on probation; second three months, ten (10) cents per hour; the next six months, twelve (12) cents per hour; first six months in the second year, fifteen (15) cents per hour; next six months, eighteen (18) cents per hour; first six months in the third year. twenty-one (21) cents per hour; next six months twenty-five (25) cents per hour, and after the expiration of the three years they shall recieve the regular minimum scale of wages as specified in article three of this agreement.

Article 7. (This article is to be applied to all apprentices who may commence to learn the trade after the adoption of this agreement.) The party of the first part, may have one apprentice to every ten (10) journeymen regularly employed or a majority fraction thereof and one apprentice to every additional ten (10) journeymen regularly employed or majority fraction thereof, each apprentice shall serve a term of four (4) years in one shop at the following minimum scale of wages: First three months of the first year, on probation; second three months, ten (10) cents per hour; the next six months. twelve (12) cents per hour; the first six months in the second year, fifteen (15) cents per hour; next six month[s], eighteen (18) cents per hour; the next six months in the third year, twenty-one (21) cents per hour; the next six months. twenty-five (25) cents per hour; the first six months in the fourth year. twenty-seven and one-half (27½) cents per hour; the next six months thirty (30) cents per hour and after the expiration of his apprenticeship he is to receive the regular scale of wages as provided for in article three of this agreement. No one shall be accepted as an apprentice under sixteen (16) years of age or over twenty (20) years of age. All apprentices shall carry the current quarterly

reached an agreement with their employees and adopted a scale of prices.[4] The operators became dissatisfied with the scale and the following year proposed a reduction in wages. The miners,

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apprentice working card of the Amalgamated association, and it is understood that all apprentices learning to cut stained glass shall also learn how to make patterns.

Article 8. The parents or guardians (if any) of all apprentices shall be informed of the condition of this agreement, pertaining to their case, and if they have no objections then such applicant for apprenticeship may be employed as specified in this agreement.

Article 9. Should any employer cease to do business and thereby throw an apprentice out of employment, then such apprentice may work for any employer, who may desire his service until there is an opportunity of placing said apprentices in regular apprenticeship. Should any apprentice leave his place of employment before the expiration of his term of apprenticeship, then the pa[r]ty of the second part hereby agrees not to permit such apprentice to work in any shop under their jurisdiction.

Article 10. It is hereby agreed by the party of the first part, that the authorized representative of the party of the second part shall have access to that part of the shop or factory where members of the party of the second part are employed, at any reasonable time, after such representative has applied at the office or to the person in charge of the shop or factory, such representative shall make a brief statement of the object of his call; he shall make no unnecessary delay in attending to the matter for which he has called for.

Article 11. It is further agreed that a strike to uphold the articles herein set forth or to uphold union principles shall not be considered a violation of this agreement.

Article 12. There shall be apppointed from among the regular employees of each shop or factory a steward who shall hear complaints and grievances of all kinds and if he finds them well-founded he shall endeavor to adjust the same with the employer or his representative, or he may refer the same to the union or to their authorized representative.

Article 13. All goods manufactured by the party of the first part shall bear the label or trade mark of the Amalgamated Glass Workers International Association, which label or trade mark will be furnished free of charge to all employees who have signed this agreement.

Article 14. The party of the second part hereby agrees to continue to do all in their power and to save no expenses to bring about conditions throughout the country comparatively similar to the articles herein set forth.

Article 15. It is agreed that between the 1st and 15th of April, of each succeeding year, the party of the first part and the party of the second part will meet for the purpose of discussing the conditions of the trade and for the purpose of the renewal of this agreement or of making any desired change in the same.

Article 16. In all cases where an employer works at any of the branches of the trade herein mentioned, then such employer or employers agree to work only during such time as at least a majority of his or their employees

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[4] During the strike in the summer of 1869 the Executive Committee of the Coal Association of the Schuylkill region submitted a scale to the men. At a meeting of the General Council of the Workingmen's Benevolent Association the proposition of the operators was considered and it was resolved,—"That . . . all districts or branches that can agree with their employers as to basis and condition of resumption, do resume work."

thereupon went on strike but before the end of 1870 a compromise scale was adopted.[5] In 1871, there was trouble again over

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are also working and any infringement on this article by any employer shall be considered a violation of this agreement.

Article 17. The party of the first part hereby agrees not to deliver any material to any employer on whom a strike has been called, after forty-eight (48) hours notice has been given in writing by the party of the second part.

Article 18. In the event of any dispute between the parties of this agreement, the party of the first part and the representative of the party of the second part, shall endeavor to arrive at a satisfactory settlement and in case no settlement can be arrived at then the party of the first part, and the party of the second part, shall each appoint a practical man, and those two shall appoint a third within forty-eight (48) hours after any dispute has arisen, the three to act as a Board of Arbitration, whose decision shall be binding on both parties of this agreement. During this time no strike or lockout shall be declared by either party. The decision of the arbitration committee shall take effect from the time said committee went into session; the expenses of this board to be borne by both parties.

Article 19. Should this agreement be signed by an authorized representative of an employers' association th[e]n a list of the names of all employers so [a]ffected shall accompany this agreement.

Article 20. This agreement shall take effect on the.....day of..... 190...., and shall continue in effect until the..... day of.....190....

For party of the first part.	For party of the second part.
.....	.....
.....	.....
.....	.....
.....	.....
.....	.....

[5] The following agreement supplementary to and explanatory of the scale was also adopted:

Agreement. Made at Potsville this 29th of July, 1870, between the *Committee of the Anthracite Board of Trade* and the *Committee of the Workingmen's Benevolent Association.*

"It is agreed that the *Workingmen's Benevolent Association* shall not sustain any man who is discharged for incompetency, bad workmanship, bad conduct, or other good cause; and that the operators shall not discharge any man or officer for actions or duties imposed upon him by the *Workingmen's Benevolent Association.*

It is further agreed that the spirit and intention of the resolution (called the equalization resolution) passed by the *Workingmen's Benevolent Association,* is that each man shall work regularly; and it is the place of the bosses and operators to see that he does. . . .

For obtaining the price of coal monthly, the president of the *Anthracite Board of Trade* and the president of the *Workingmen's Benefit Association* of Schuylkill County shall meet on the twentieth day of each month and select five operators who shall on the 25th inst. following produce a statement, sworn or affirmed to, of the prices of coal at Port Carbon for all sizes above pea coal.

The five operators shall be selected from the list of those sh'pping over forty thousand tons annually, but none shall be selected the second time until the list is exhausted.

The price of coal so obtained shall fix the rate of wages for that month; and this agreement in regard to the mode of obtaining prices shall remain in force during the year 1870."

the recognition of unions, and the question of wages and conditions of employment. These questions were finally settled by arbitration.[6] Within a few months the price of coal fell considerably below the basis adopted. Although it was a violation of their agreement, the miners demanded that wages should continue on the scale basis and the employers were forced to concede to their demands in one company after another.[7] The lack of a conciliatory spirit and the want of good faith on both sides brought these first attempts to form joint agreements to an end early in the seventies.

The miners[8] and operators[9] in the bituminous coal regions have furnished many examples in making mutual concessions and in keeping good faith in collective bargaining.

After continuous strikes and lockouts for over ten years in the bituminous coal regions, traces of a more conciliatory spirit came into evidence in the early eighties. January 3, 1880, several hundred miners obtained a scale of wages from operators

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[6] In the articles of agreement adopted between the *Anthracite Board of Trade* and the *Miners' and Laborers Benevolent Association* provisions for future arbitration was made as follows:

"I. All questions of disagreement in any district, excepting wages, which cannot be settled by parties directly interested, shall be referred to a district board of arbitration, to consist of three members on each side, with power, in case of disagreement, to select an umpire whose decision shall be final. No colliery or district to stop work pending such arbitration.

II. If any question arises involving the whole county, a board of arbitration shall be chosen, consisting of five members on each side, with the same rights and duties as for district boards."

[7] Pennsylvania, Bureau of Industrial Statistics, *Report*, 1880–81, 286–305.

[8] For the general principles of the *United Mine Workers* see the *Constitution and Laws of the United Mine Workers of America Established Jan. 25, 1890.*

Also compare the *Official Prospectus, Journal, and Roll of Honor of District No. 12 of the United Mine Workers of America Containing a History of the Mining Industry of Illinois, History of the United Mine Workers of America, Aims and Objects, etc., Chicago, 1900.*

Also see the *Report of William B. Wilson, National Secretary-Treasurer of United Mine Workers of America Year Ending Dec. 31, 1902.*

The general policy of the *United Mine Workers* may be seen in the *Minutes of the Annual Conventions from 1900 to 1902;* and in the *Minutes of the Special Convention, Called to Consider the Anthracite Strike, Indianapolis, Ind., July 17, 18 and 19, 1902.*

[9] For the principles of the *Illinois Coal Operators Association* see their *Constitution adopted Jan. 29, 1901; Effective April 1, 1901.*

Also see pamphlets by Herman Justi, Commissioner of the *Illinois Coal Operators Association*, on *Plans of Conciliation and Arbitration; The Illinois Coal Operators' Plan for Preventing Strikes; Organization of the Employers Class;* and, *Common Sense and the Labor Problem.*

in the Mineral Ridge district of Ohio. Similar concessions were made by operators in several other localities about this time. These scales applied only to single mines and were usually obtained as concessions after successful strikes.[10] The first movement toward forming a national system of collective bargaining in the bituminous fields occurred in 1885. In that year a conference was held between representatives of the operators and miners of Ohio, Indiana, the northern district of Illinois, and the western portion of Pennsylvania. The following year they held another conference at which they entered into an agreement and adopted a scale of wages adjusted to the various competitive districts. These interstate agreements fixing the scale of wages and regulating conditions of employment, were entered into for three successive years. In 1889, the operators of the eastern, central, and southern districts of Illinois refused either to take part in the conference or pay the scale of wages made for their districts. Their competition compelled the operators of northern Illinois to withdraw and so this first interstate, joint conference movement came to an end. At the last annual conference one of the operators from Pennsylvania said:—"Three or four years ago . . . we met together. . . . After a great deal of discussion and several conferences, we found a common standing ground. We formulated scales; we established peace.. . . . We established good will where before had been either open warfare or an unfriendly peace. . . . We have accomplished marvelous results during the last three years. We are convinced of the wisdom and justice of the principles of arbitration. . . ."[11] This witness to the value of joint agreements was endorsed by the subsequent action of the miners and operators of Ohio and Indiana, who continued to meet in separate state conferences after the interstate meetings had come to an end.[12]

From 1890 to 1896 the wages of bituminous workers in Illi-

[10] Ohio, Bureau of Labor Statistics, *Fourth Annual Report*, 1176.

[11] *Miners and Operators Fourth Annual Conference* held at Indianapolis, Feb. 5-7, and at Columbus, Mar. 12-14, 1889. *Official Verbatim Report* 113, 114.

[12] Testimony of John Mitchell, President of United Mine Workers of America, before U. S. Industrial Commission, July, 1901. *Ind. Com. Report*, XII. 698.

nois decreased some 17 per cent. In other mining districts wages declined sharply. In the early part of 1894 the United Mine Workers of America agreed in their convention that they would require a uniform scale of all coal operators in the country. The refusal of operators to concede the rate, resulted in a general strike in which more than 125,000 workmen were involved. After eight weeks the strike resulted in a compromise.

The disastrous results of the bituminous coal strike of 1897 upon miners and operators alike, led to an understanding whereby a joint conference of the operators and miners of Illinois, Indiana, Ohio and the western part of Pennsylvania was held in the spring of 1898.[13] This conference[14] agreed upon a scale of wages and the conditions of employment which were to prevail in the four competitive districts for the following year. Since that time a joint conference has been held each year.[15] Some of the substantial results which bituminous miners have obtained from this system of collective bargaining are:—An average increase of 40 per cent in wages, the establishment of the 8-hour working day, the semi-monthly payment of wages in cash, and the regulation of the size of the screens. On the other hand, the operators have gained through the establishment of a fair competitive basis, and the adjustment of labor disputes without interruption of work.[16]

A strong guarantee for industrial peace is found in the elaborate system of arbitration within the trade, which has been developed in these joint annual conferences between bituminous miners and operators.[17] The present agreement between the

[13] Ibid, 698, 699.

[14] For a complete account of this conference see *Official Report of Proceedings of the Joint Conference of Miners and Operators, Held at Chicago, Ill., Jan. 17–28, 1898.*

[15] See the *Official Report of Proceedings of the Annual Joint Conference of Miners and Operators of Illinois, Indiana, Ohio, and Pennsylvania in Interstate Convention, for the years 1899–1902.*

Also compare the *Proceedings of the Joint Convention of the Illinois Coal Operators Association, and the United Mine Workers of America, District 12, Feb. 24 to March 13, 1902.*

[16] Testimony of Hermon Justi, Commissioner *Illinois Coal Operators' Association*, before the U. S. Industrial Commission, May 13, 1901. *Ind. Com. Report*, XII, 677-97.

[17] For typical agreements see the *Joint Interstate Agreement, the Illinois State Agreement*, and the *District and Local Agreements, for the Scale Year Ending March 31, 1901. Issued Oct. 1, 1900, by the Commissioner of the Illinois Coal Operator's Association.*

Illinois Coal Operator's Association and the United Mine Workers of America, District, Number 12, makes the following provision for the adjustment of disputes: "In case of any local trouble arising at any shaft through such failure to agree between the pit boss and any miner or mine laborer, the pit committee and the miners' local president and the pit boss are empowered to adjust it; and in the case of their disagreement it shall be referred to the superintendent of the company and the president of the miners' local executive board, where such exists; and shall they fail to adjust it—and in all other cases—it shall be referred to the superintendent of the company and the miners' president of the sub-district; and should they fail to adjust it, it shall be referred in writing to the officials of the company concerned and the state officials of the United Mine Workers of America for adjustment, and in all cases the miners and mine laborers and parties involved must continue at work pending an investigation and adjustment until a final decision is reached in the manner above set forth." To provide against any possible interruption of work, except in case of a general strike of the entire district, the contract further provides that, if any men refuse to continue work on account of a grievance which has not yet been adjusted, and if such action is likely to impede the operation of the mine, then the pit committee shall be under obligation to furnish men to take the vacant places at the scale rate, and members of the United Mine Workers shall be in duty bound to fill the positions so appointed by the committee. This arrangement places the whole strength of the National body back of the enforcement of the contract. This guarantee of peaceful adjustments is one of the advantages gained by operators from their full "recognition" of the local and national unions.

Transportation. The systems of collective bargaining in force on our leading railways, present a marked contrast to the methods of individual bargaining during the early period of organization among railway employees. The one-sided attempts of either employers or employees to modify conditions of employment during the period of weak organizations among rail-

way workmen invariably resulted in desultory warfare[18] in which both sides suffered. That the railway strikes of the seventies were largely due to the attempt of employers to determine conditions of employment "without any interference with their business" by their workmen is indicated by various lines of evidence. The Joint Committee of the Pennsylvania Legislature appointed in 1878 to investigate the causes of the strikes reported that "The riots grew out of the strike of the railroad men, and the strikes themselves were the protest of the laborer against the system by which his wages were arbitrarily fixed and lowered by his employer without consultation with him and without his consent. There are many other causes that combined to bring about the strikes, but the cause mentioned underlies the whole question, and it is the foundation of all the trouble." Since that time organization among railway employees has developed until their participation in fixing conditions of employment is "recognized" as a matter of course for the stronger unions and questions in dispute are usually settled in peaceful conferences between representatives of the companies and of the workmen.[19]

At the present time the Locomotive Engineers,[20] the Railway

[18] For an account of railway disputes during this period see the *Pennsylvania Bureau of Industrial Statistics Report for 1880-81.* See especially the accounts of the strike on the Pennsylvania Railroad, in 1873; on the Erie, in 1874; on the Delaware, Lackawanna, and Western, in 1875; on the Ohio and Mississippi, and on the Delaware, Lackawanna and Western, in 1876. For the great strikes of 1877, see the Report of the Joint Committee of the State Legislature of Pennsylvania appointed in 1878 to "examine into . . . the railroad riots." The railroads involved in these strikes included: The Baltimore and Ohio; the Pennsylvania Central; the Lake Shore and Michigan Southern; the Erie; the Pittsburg, Cincinnati and St. Louis; the Pittsburg, Fort Wayne and Chicago; the Vandalia; the Ohio and Mississippi; the Philadelphia and Reading; the Philadelpha and Erie; the Cleveland, Columbus, Cincinnati and Indianapolis; the Erie and Pittsburg; the Chicago, Alton and St. Louis; the Canadian Southern; and some minor roads.

[19] The following periodicals devoted to the interests of railway employees give contemporary data as to the condition of workmen in different branches of the railway service: *Brotherhood of Locomotive Engineers' Journal, Locomotive Firemen's Magazine, Railway Conductor, Journal of the Switchmen's Union, Railroad Telegrapher, Railroad Trainmen's Journal, Trackmen's Advance Advocate.*

[20] See *Grand International Brotherhood of Locomotive Engineers, Constitution and By-laws. Instituted at Detroit, Mich. Aug. 17, 1863, as the Brotherhood of the Footboard. Reorganized at Indianapolis, Ind. Aug. 17, 1864 under Present Name and Title. Revised, May, 1892,* Cleveland, 1892. Section 8 of the Standing Rules reads as follows: "Any chairman of a general committee of

Conductors, the Locomotive Firemen,[21] and the Railroad Trainmen[22] all have elaborate systems for carrying on negotiations with employers. Their agreements are made with the separate railway companies[23] in conferences between officers of the brotherhoods and those of the railroads.

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adjustment when called upon by one or more sub-divisions on his system, shall be empowered in conjunction with local committees to adjust if possible all differences that may arise betweeen members and their employers without convening the general committee of adjustment. If unsalaried his pay for such services shall be raised by an equal assessment on the members of the sub-division or sub-divisions making the call who are employed upon said system."

Also see the *Standing Rules, 1902, of the Grand International Brotherhood of Locomotive Engineers,* given in appendix 4.

[21]See *Brotherhood of Locomotive Firemen, Organized Dec. 1, 1873, Constitution Revised Sept. 1892* Terre Haute, Ind. 1892.

Also see the *Rules Relating to Locomotive Firemen on the Chicago, Rock Island, and Pacific Railway for 1902.* Given in Appendix 5.

[22]See *Brotherhood of Railroad Trainmen, Organized at Oneonta, N. Y., Sept. 23, 1883; Constitution and General Rules, Revised and Amended . . . in Effect on and after Aug. 1, 1901.* Cleveland, 1901.

[23]Agreement between the *Ohio and Mississippi Railway Company,* and the *Brotherhood of Locomotive Engineers* and *Brotherhood of Locomotive Firemen, 1890.*

Schedlue of Wages to be Paid Engineers and Firemen on the Ohio & Mississippi Railway.

Article 1. The rate for passenger engineers shall be three and two-elevenths (3 2-11) cents per mile; the rate for freight engineers shall be four (4) cents per mile for four wheel and six wheel connected engines; and four and one-fourth (4¼) cents per mile for consolidated engines. In all cases where freight trains turn at Cochran and Vincennes there shall be an allowance of twenty (20) miles as an extra basis of pay, and local rate with twenty (20) miles added shall be paid for the train known as the Lebanon Coal train, to any point where it may run.

The firemen of road engines to be paid fifty-four (54) per cent of the rate of wages paid to their engineers.

Article 2. The rate of local or way freight engineers shall be five (5) cents per mile actual milage on the main line, and four and one-half (4½) cents per mile on the Springfield Division and Louisville Branch.

Article 3. Switching engineers on the Springfield Division shall be paid two dollars and fifty cents ($2.50) per day's work. twelve hours or less to constitute a day's work.

Article 4. Engineers running between Watson Junction and Jeffersonville shall be paid three dollars and twenty-five cents ($3.25) per day's work, twelve hours or less to constitute a day's work.

All other rates not specified in these articles to remain as heretofore.

Article 5. When, after being called for trains at terminal points, engineers are delayed two hours or more, they shall be paid thirty-five (35) cents per hour for the whole time delayed, less thirty (30) minutes; if delayed less than two hours, no allowance to be made.

Article 6. Engineers and firemen dead-heading over the road under orders shall be paid two cents per mile for distance traveled.

Article 7. Switching engineers and firemen having regular engines shall not be held off to give work to extra men.

Article 8. Engineers called from duty on Company's business shall be paid

Practically all of the railway companies now recognize the stronger brotherhoods and deal directly with their officers. The organizations of the less skilled employees[24] are much weaker and up to the present time they have not had so great an influence in determining their conditions of employment.

Street railway employees have also been able to secure collective contracts within recent years. The principal concession which they have so far been able to gain through collective action has been a shortening of the hours of work.[25]

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three dollars and fifty cents ($3.50) per day and expenses, and firemen one dollar and eighty cents ($1.80) per day and expenses.

Article 9. Promoted firemen to be eligible to full pay of freight engineer after one year's service as engineer; and, when promoted, to be paid three (3) cents per mile for the first six months, and three and one-half (3½) cents per mile for the second six months.

Article 10. If any engineer or fireman shall be suspended or discharged, he shall be entitled to a fair and impartial hearing with the privilege of calling witnesses to testify on his behalf; and, if he be exonerated, shall be re-instated and paid for time lost; such hearing and investigation shall be had within ten days from date of such suspension or discharge unless insuperable difficulties prevent. It being intended that he shall have a hearing at the earliest reasonable, practicable date.

Article 11. Fines shall not be imposed upon engineers for loss or breakage of tools, or damage to rolling stock, or for killing live stock.

Article 12. Right to regular engines or runs shall be governed by seniority and capacity in road service on respective divisions, provided record is otherwise good.

Artice 13. The list of extra men shall not be increased by the addition of new men as long as extra men can do the work and make reasonable wages. A monthly statement from the pay-roll of wages made by extra men shall govern such cases.

Article 14. A copy of these articles shall be placed in the hands of the Master of Rolling Stock, Superintendent and Train Masters for reference.

Article 15. The above to be acted upon in good faith on the part of the O. & M. Railway Company and its engineers and firemen. Thirty days' notice of a desire to change the main features of this schedule of wages shall be given by either party desiring it, to provide ample time for careful consideration and conference about the subjects submitted.

Ohio and Mississippi Railway Company, by

(Signed), J. F. Barnard, *President.*

(Signed), W. N. Cox, *For the B. of L. E.*

(Signed), Jas. Gabriel, *For the B. of L. F.*

[24] See *Switchmen's Mutual Aid Association of North America, Constitution and By-laws, Adopted . . . 1886, Revised, 1892; International Brotherhood of Maintenance-of-way Employes, Constituton of grand lodge and by-laws for subordinate lodges, Revised and amended at St. Louis, Mo., . . . 1902;* and *Order of Railway Telegraphers, Constitution . . . 1901.*

[25] Interview with W. D. Mahon, President Amalgamated Association of Street Railway Employees of America, May, 1902.

For a brief statement of conditions in street railway employment see:

Among the groups of workmen connected with water transportation the longshoremen[26] have entered into national agreements with their employers.[27]

Cigar Making. The President of the Cigar Makers' International Union recently declared that "the most potent factors which go to make a union strong and permanent are, first, high dues; second, a beneficial system; third, discipline—which can only be had where the first two are in operation; and fourth, a union label where convenient to use."

That a wise use of these several factors has been effective in the case of the cigar makers is evidenced by the history of the Cigar Makers' International Union. Within the past three decades this union has organized a straggling lot of sweatshop workers into a disciplined body of union men.

Before the organization of the International Union the evils of child labor, of tenement manufacture, and of the truck system were characteristic features of the trade.[28]

Through organized collective action the truck system has been entirely abolished, child labor and tenement house manufacture have been eliminated in all but non-union shops, the eight-hour day has been established, and the general standard

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Amalgamated Association of Street Railway Employes of America, Organized at Indianapolis Ind., Sept. 15th, 1892, Constitution and General Laws 1895, and *Year Book, Giving Wages, Hours of Labor and Condition of the Organization,* Detroit, 1901.

[26] For forms of organization among longshoremen see *Longshore Lumber Handlers' Association By-laws,* N. Y. 1888, and *International Longshoremen, Marine and Transport Workers' Association, President's Annual Report to the Delegates, 11th Annual Convention, 1902.*

[27] In an address before the National Conference on Industrial Conciliation . . . held in Chicago in 1900 President Keefe of the International Longshoremen's Association said: "The Longshoremen's organization has insisted on all its agreements being carried out in both letter and spirit. To illustrate the fairness with which the longshoremen deal with their employers,—we have in the port of Buffalo a local union which violated its agreement with the employers during the month of July while a convention of longshoremen was being held in Duluth, Minn. The matter was brought to the attention of the convention and it immediately notified our local represenative to furnish men at our expense to take the places of our men who had violated the agreement, and they were not members of our organization."

[28] Mr. Perkins, the International President, informed me that workmen were formerly paid a certain percentage of the cigars which they made. Practically the only available market, in which they could sell these cigars, was in saloons. On this account, the truck system encouraged drinking and so had an especially demoralizing influence on the members of the trade.

of life has been so raised that in the decade from 1890 to 1900 the average length of life for union cigar makers was increased six years[29].

These changes have come about slowly and not without industrial warfare.[30]

The history of the International Union presents practically

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[29]For vital statistics see: *Cigar Makers' Official Journal,* September 15, 1901.

Also see files of *Official Journal* from 1890 to 1900 for statistics as to the decrease of tuberculosis among cigar makers and the claims that the decrease is due to better conditions in the trade.

[30] Interesting records of early strikes are found in the *Workingman's Advocate* and in the *Cigar Makers' Official Journal.* The following letter from Cincinnati addressed to the International President is printed in the *Workingman's Advocate* for July 16, 1870, . . . "Show me the record of any union that has stood out as manfully against a combination of employers whose sole object was (not money) to crush out the existence of the International Cigar Makers Union. . . . Again supposing union men would have submitted to any bill of prices, the bosses could not have hired them as long as they belonged to any union as such was their law. . . . In the latter part of 1866 the bill of prices was as follows: $9.00, $11.00, $13.00 and $15.00 [per thousand]. We worked for these prices until October, 1869, when a dollar advance was asked and obtained. The bosses then formed their union with a view of destroying ours and a few weeks before Christmas discharged all hands, not assigning any reason whatever except that they henceforth will employ no man belonging to the union. . . . eighteen weeks elapsed . . . well, after the men were at work some time the bosses individually threatened another strike as soon as their stock would be replenished; also that they would import coolies from California. The men thereupon of their own accord . . . the price of living having been reduced since the war and also many other unions being on a strike . . . established a bill of prices at $10.00, $11.00, $13.00 and $15.00 . . . the same as in 1867, 1868 and 1869 . . . with the exception of $1.00 more at present for common Ohio cigars. . . . We have every prospect of holding this price, a fair one I think, for some time to come," . . .

The following letter from Richmond Va., Union No. 133, appears in the *Cigar Makers' Official Journal,* Oct. 10, 1879. . . . "On September 9th a special meeting of this union was called . . . to inquire into the advisability of adopting a bill of prices for this city. . . .On presentation of the bill to the bosses, all agreed to accept it except L—. and M—. and R—. L—. started immediately for Baltimore for hands but was not successful. . . . afterwards eight men . . . were brought from Baltimore . . . Seventy-five of us went to meet them . . . but they got into a stage with their employers and were driven to the factory where they were kept . . . from Tuesday morning until Thursday night. There some of the pickets collared them and they had a talk together; . . . they promised to come to our meeting next day which they did. You may imagine how bitter the feeling was against them, yet when they explained their position . . . they were taken into the union. They then refused to go to work until the old hands were put to work at the new price. The bosses agreed to this and twenty-five men will go to work on Monday at the union price. We have our sixteen men yet, but hope through perseverence and good conduct to make this strike a complete victory for us." . . .

all the phases through which unions ordinarily are compelled to pass before reaching the stage of recognition and of peaceful negotiation with employers on the basis of mutual strength and mutual respect. The International President in an address in 1873 briefly outlined the early history of the organization as follows:

"The National Union was created in 1864 in the city of New York, by the spontaneous act of the local unions already organized. Certain powers were conferred on it by the local unions which from year to year were extended and enlarged so as to meet the requirements and wants of the local unions and bind them into one compact body, having one object in common, the elevation of the trade of cigar making. But while the unions were consolidating themselves no determined effort was made to consolidate or organize the great mass of cigar makers into the local unions. A few unions came into existence by local efforts and became a part of the International body, but yet the great mass of the trade had not been reached, but remained unorganized."[31]

[31]Cannon, W. J., International President, *Address at Cleveland, Dec. 3 1873.* Commenting on the difficulties of the time, the President continued: "Early in its history we find the International Union declare by law that 'no local union shall elect to membership any cigar maker who is under charges to any other union.' The failure of a cigar maker to connect himself with a union was in itself considered a charge. The jurisdiction of the various local unions was so defined as to embrace every cigar maker in the country, and according to the construction placed on the laws any cigar maker who failed to connect himself with the union having jurisdiction was liable to be fined by that union. Practically it made them all unfair men before any effort had been made to bring them within a union or to organize them into unions. Whenever one of these men applied for membership in a union the union from whose jurisdiction he came, was not slow to prefer the charges of 'unfairness' and impose the fine which in nearly all cases was excessive. . . . The International Union has at conventions issued proclamations of amnesty for these unfair men and has recommended the local unions to annul their fines and withdrew their charges. . . . Some of the unions would question the right of the International Union to issue these proclamations and denounced them as edicts, others rejected them . . . others were entirely indifferent. . . . That the work of organizing the trade is the duty (or should be the duty) of the officers of the International Union is a principle which we have always believed in and contended for, but as long as local unions themselves retain their prejudices and restrain their International officers . . . there is little to hope for in the way of thorough organization. In this unorganized condition with three-fourths or more of the trade under fines and charges to the Unions we have adopted a strike policy and framed laws to support them and have in this way spent thousands of dollars: for what! to enlarge the field of operation for the unfair men and contract our

Advising as to the needs of the union the President continued: "What we need and need badly is thorough organization . . . this striking system without efficient organization lies at the very root of all our woes and if continued in, under existing conditions, must inevitably lead to the disruption and entire annihilation of the International and local unions."

The difficulties complained of by the President in 1873 are usually present in the early stages of unionism. With more complete organization, discipline is more readily enforced and the tendency to strike is held in check through the conservative influence of union officials.

The methods by which discipline was gradually extended over the local unions in case of strikes are indicated in the International Constitution for 1875. Art. 9, Sec. 1, reads: "The International Union guarantees its moral and pecuniary support to all its members in all difficulties which may arise between them and their employers after all means for a satisfactory and amicable adjustment have failed . . . in no case to exceed $7.00 per week for any one member."

Sec. 2. "When any difficulty arises between the members of any union and their employers, the proper officers of the union shall furnish a full and official statement of the same to the International President who shall submit the same to the other officers composing the Executive Board and after a full and sufficient investigation of all facts in the case if they approve of the same, the International President shall issue a circular setting forth the facts to all the unions and the number of members who are idle through such difficulty and ordering them to their assistance and he shall also prescribe the manner in which such assistance shall be sent and the persons appointed to receive the same. Unions failing to comply with the requirements of the Executive Board in such case shall be de-

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own. . . . International officers ought to visit every section . . . and organize them into unions . . .when this was attempted . . .a howl arose . . . against the international officers for extravagance. It was this short sighted policy in the beginning of our organization that has crippled it today. Other organizations of labor have made the same mistake at their commencement . . . but we continue . . . in the same well worn rut . . . and learn nothing from the lesson of the past."

prived of the assistance of the International Union in similar cases."

A crisis in the history of cigar makers occurred in 1877 when more than 10,000 men struck in New York City for higher wages and better treatment.[32]

The National Cigar Manufacturers' Association united the employers in solid opposition to the demands of the workmen. The following resolutions of the employers' association plainly indicate their attitude during the strike:

"Resolved, That we hereby reaffirm and declare determination not to yield to the unjust demands of our late workmen or to reinstate them in our employment while members of the Cigar Makers' Union. That it is our right to operate our factories under such regulation, just to our workmen and just to ourselves *as we may prescribe.* That the recognition by us of the startling demands of the body styling itself the "Central Organization" would be detrimental in the highest degree to the best interests of employers and employees. That it is the right of every workman to apply for and to resume work whenever he desires to do so without hinderance from his fellow workmen. That our thanks are due to those of our workmen who have remained faithful to us during this period of disorganization. That we cordially invite our late workmen to meet us at our respective factories, either individually or by proper representation of their own number and we shall at any time cheerfully confer with them if thereby an end to their present unhappy condition may be reached. That we recognize the principle that labor and capital have common interests and are dependent upon each other and we recommend the cultivation of a greater degree of confidence and a more perfect spirit of harmony between employers and the employed in our own as well as in all other branches of industry.[33]"

The strike lasted 107 days and was won by the employers who sought to guarantee their victory by requiring the workmen to take an iron clad oath that they would not belong to

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[32] *Cigar Makers' Official Journal,* Nov. 10, 1877 and Feb. 10, 1878.
[33] Printed in the *Cigar Makers' Official Journal,* Nov. 10, 1877.

any union. The attitude of the International Union after the strike is reflected in the following statement:[34] " . . . the strike has ended but the cause still remains. Although defeated the cigar makers do not feel themselves conquered . . . want of thorough organization and insufficient means have been the main cause of their defeat." Several years later the demoralization subsequent to the strike was admitted by union leaders. In recounting their history the *Official Journal* in 1881 stated that "Not quite four years ago unionism . . . was almost extinct among cigar makers . . . the once powerful organization . . . was left but a skeleton. The entire International Union numbered 17 unions in good standing. Outside of New York, Chicago, and Detroit there were but 217 union men in the United States and Canada." Yet it was claimed by leaders of the Union that the strike "gave an impetus to the reorganization of cigar makers all over the country" and this claim seems to be borne out by the subsequent growth of the International Union. In 1877 there were 17 unions with a membership of 1,016; in 1879, 36 unions with a membership of 1,250; the following year the number of unions reached 74 with 3,800 members not including travellers on the road; and by Sept. 20, 1881 the total number of unions reached 126 with a membership of 12,709.[35]

With the increase in numbers there was also a healthy increase in the discipline enforced by the Executive Board of the International Union which realized the necessity of careful, conservative action to cope with the organized manufacturers in determining conditions of employment. At the International Convention in 1880 the President advised the delegates as follows: "All shop strikes should cease. . . . Let them submit their case to the union before taking action and thus it can be calmly discussed. No shop should have the right of deciding the future of a local union and in a certain degree the future of the International Union."[36]

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[34] Ibid.

[35] *Cigar Makers' International Union 14th Annual Session, Annual Report of the President.* Printed in the *Official Journal* Oct. 10, 1881.

[36] *President's Annual Report to the Delegates of the 13th Session of the Cigar Makers International Union in convention assembled.* Printed in the *Official Journal,* Oct. 10, 1880.

The increasing concentration in the cigar making industry was noted in subsequent Conventions of the International Union and in 1881 the President[37] reported: "Since the last convention the situation has completely changed; more than one half of our members being concentrated in five centers of industry, opposed by large monopolies, employing from 100 to 1,000 cigar makers, who wield in the cigar trade a power as great as that of our railroad, mining, and cotton loom corporations in their respective branches of industry, a power which hangs like a dark threatening cloud on the horizon, menacing destruction. That power must be confronted with equal if not greater power. Upon you who are here assembled to represent the cigar makers will devolve the duty of placing our organization on an equal footing with existing forces.[38]

"Through a constant extension of local organizations[39] bound together and directed by the strong arm of the International

[37] *Cigar Makers' International Union. 14th Annual Session, Annual Report of the President.* Printed in the *Official Journal,* Oct. 10, 1881.

[38] Compare the following statement from the *President's Biennial Report* in 1887: Within the last eighteen months combinations among manufacturers have increased rapidly in the various branches of industry. Almost every week we hear of a new association of employers or of an old one holding its regular convention. The trades unions are thus brought face to face with a most wealthy, most unscrupulous and skillfully *organized* opposition—a power not directed by the open form known to our unions, but for the most part working in secret. . . . Its deliberations are strictly private and its edicts go forth in confidential circulars. *The greatest offense known to these secret organizations is membership in a trades union.* . . . In order to meet these new elements in industrial conflicts, the unions must be placed on the soundest foundation."

Also compare the following articles of the *Cigar Manufacturers' Association of New York.* Printed in the *Cigar Makers Official Journal,* Aug. 1890.

Art. II. Objects . . . to unite cigar manufacturers for their mutual protection against any unjust demands of cigar makers or their unions.

Art. III. Sec. 1. That the prices which shall be paid by the members of said association to their workmen on Aug. 6, 1890, shall be the accepted binding price list of our respective firms.

Sec. 2. Any unjust demands . . . by any of their workmen shall be resisted by the united action of all said members. . . .

Sec. 3. No member . . . is to reduce or increase the wages of any of his or their operatives without . . . the consent of said Association. . . .

Sec. 4. Every unjust interference on the part of workingmen or their unions with the business of the factories of the members of the Association and with the right . . . to employ or discharge hands, or with the methods

[39] By 1900 the membership included 34,000 workmen who kept their dues regularly paid and a total of over 77,000 who were employed in "jurisdiction places."

Union the cigar makers have built up one of the strongest and one of the most democratic[40] labor organizations of the present time. The financial strength of the Cigar Makers' International Union has been thoroughly established by the system of high dues maintained by the organization.[41] With an ample reserve

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and regulations for conducting such business shall be resisted in such a manner as may be lawful and as two-thirds vote of the Association may determine.

Art. V. . . . In case of difficulties . . . between any members of the association and their operatives . . . immediate notice . . . shall be given by said members to the President of the Association . . . who shall notify . . . the Committee of Investgation . . . which shall meet at the factory within twenty-four hours. . . .

Art. VI. Said Committee of Investigation shall impartially hear the grievances complained of by both members and their workmen and shall equitably decide the same. In case said workmen shall refuse to appear before said Committee after being invited to appear, the latter shall nevertheless have the power to decide matters submitted to it for decision.

Art. IX. . . . A fine . . . shall be imposed on members of the Association on conviction of a violation of any of the provisions of the Constitution . . . or regulatons of this Assocation.

[40]See the files of the *Cigar Makers' Official Journal* as to the practical working of various devices providing for: the referendum, the division of funds among the locals, the appeal of grievances, and similar institutions of the *International Union.*

[41]The following statement, from the *Annual Report of the President,* given in the *Cigar Makers' Official Journal* for April, 1902, gives a brief summary of receipts and expenditures for the current year: "It presents an array of figures that is instructive and interesting, showing as it does the total cost for the maintenance of each department and each benefit. A reference to the totals will show that the aggregate financial transactions amounted to over one million dollars. The largest single expenditure was for death benefit, which amounted to $138,456.38, which shows an increase over the year 1900 of $40,165.38; the second largest expenditure was for sick benefit and amounted to $134,614.11. and shows an increase of $17,158.27 over the year 1900. The third largest on the list is the amount for strike benefits, $105,215.71, which is $32,607.52 less than was expended for a like purpose in 1900. The amount for out-of-work benefits, $27,083.76, remains practically the same as last year. being only $3,186.76 more. Despite the extraordinary large amount expended for strike benefit the increase in the funds was $6,318.09. In this connection it should be remembered that a one dollar assessment was levied last year. The amount for strike benefit has never been exceeded except in two instances in the history of the International Union. The exceptions were during the Cincinnati strike in 1884 and the New York strike in 1900. The great bulk of the money for strike purposes went to Montreal, Can., which expended for this purpose about $64,000; $13,000 went to Dayton and about $8,000 to Philadelphia, Pa., for a like purpose. The balance, about $20,000, was expended in all other minor strikes through the country. In the last ten years up to 1900 the average yearly expenditure for strike benefit purposes was about $27,000 per year. It will be noticed by a reference to the table of benefits paid that the total benefits for 1901 show an increase of about $40,000 over 1900. A reference to table of benefits will disclose the fact that we expended all told for benefits last year $450,022.69, which went to fight the battles and relieve the distress of the members and their families and friends. No one regrets the expenditure of this vast sum—nearly one-half a million dollars—on account of the mere loss of the amount.

fund and a strong system of benefits the Union has been able to withstand the disintegrating effects of industrial depressions[42]

On the contrary, we are all proud of the fact and only hope that these amounts will double and they will as we grow older and more powerful. Since the reorganization of the International Union, dating from 1879, we have expended all told in benefits the magnificent sum of five million one hundred and eighty-seven thousand five hundred and seventy-three dollars and twenty-eight cents ($5,187,573.28), and feel that we have not lived in vain.

To the studiously inclined and to those not familiar with our system let it be said that the $80,000 outstanding loans is not included in the balance on hand. Note should also be taken of the fact that the items, assistance to unions, $90,000, and assistance from unions, $89,000, is simply equalization money shifted from one union to another and is not actual receipts or expenditures in addition to the dues, assessments, etc. It should also be remembered that the accounts and figures represent exclusively the accounts and financial transactions of local unions. The only way that the International Union figures in the accounts is by the moneys sent here by local unions for the running expenses of the International headquarters. The expense of the International office does not show in the report, but are [is] accounted for in each issue of the official journal. The funds of the International Union belong to and are centered in one common fund, but each local union holds its share of the funds in trust for the International Union. And while each local union keeps an account of its own financial transactions each have to report to headquarters where the accounts are also kept and drawn off annually and presented as you see in this issue. This plan insures perfect control and allows each member to know the standing of his own union as well as the standing of each local union and to know just what is being done with the fund in which, under our system, he, with all others, is equally interested and a part owner. Under our system one union that has exhausted its funds by legitimate expenditure can, on application to headquarters, have funds sent from any other local union. For instance, over $60,000 was sent last year to the Montreal union during their strike.

The report is referred to your careful study and consideration, giving as it does a fair idea of the vast financial transactions, and we feel that it will give all a clear knowledge and understanding of the financial condition of the International Union."

[42]See Editorial, *"Industrial Depressions,"* in the *Cigar Makers' Official Journal* for May, 1894. Also compare the following statement from *"Tobacco,"* an organ of tobacco manufacturers and wholesalers. Reprinted in the *Cigar Makers' Official Journal,* for Oct. 1896. "A careful reading of the report of President G. W. Perkins, which was read at the opening session of the twenty-first convention of the Cigar Makers' International Union last week, contains several important items respecting the inside workings of the union which can not fail to be of interest to those who manufacture and sell cigars. The first, and by far the most interesting of these, briefly stated, is that the International Union has suffered no material decrease in its membership during the past two and a half years of business depression, notwithstanding the fact that the organization has been called upon, through the enforced idleness of large numbers of its members, to contribute very heavily to its 'out-of-work' fund during the greater part of this period. It is to this loyalty to stand up under the multitude of hardships which follow in the train of great and widespread business distress, to suffer from loss of work without seeking to cut the union scale of wages, and, on the part of those who have found fairly steady employment, to pay the extra assessments levied by the union for the benefit of their unemployed fellow craftsmen; in all these respects the fealty of the members to their union has been most marked, and to this one fact, more than to any other,

and has been able to extend continuous assistance to local unions in their efforts to secure "Bills of Prices" and desirable conditions of employment."[43]

Several methods of reaching agreements with their employers have been developed by cigar makers. They seldom try to get

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perhaps, is to be attributed the strength of the union today as a whole. In the whole domain of business, where can there be found another union which has come through the last panic without suffering a material decrease in the schedule of prices adopted and made to fit the conditions prevailing in prosperous times? Practically this is what has happened in the cigar trade. The trade will probably never know how much of a sacrifice individual members of the Cigar Makers' Union have made to accomplish these results; but President Perkins gives some figures which show how much has been paid out for this purpose."

[43] The *Cigar Makers' Official Journal* gives the following comparison of wages for 1850 and the present time. "For the purpose of giving some slight indication of the march of progress under the trade union system of organization we print herewith a copy of a bill of prices adopted by the cigar makers of Westfield, Mass., in 1850.

The bill is as follows:

Bill of Prices of the Journeymen Cigar Makers of Westfield, Mass., Adopted Nov. 4, 1850.

Imperial Spanish Regalia, 6 inches long	$8 00
Imperial seed and Spanish Regalia. 6 inches long	7 50
½ Regalia Spanish, 5½ inches long	7 00
½ seed and Spanish, 5½ inches long	6 50
½ seed and Spanish. 5¼ inches long	6 00
Spanish Congresso, 6 inches long	7 50
Seed and Spanish, 6 inches long	7 00
Cassadoras Spanish, 5½ to 5¾ inches long	6 00
Seed and Spanish, 5½ to 5¾ inches long	5 50
Spanish La Norma, 4⅞ to 5 inches long	5 00
Seed and Spanish La Norma, 4⅞ to 5 inches long	4 50
Spanish Panetillas, 5½ to 6 inches long	5 50
Spanish Panetillas, 5 to 5½ inches long	5 00
Seed and Spanish Panetillas, 5½ to 6 inches long	5 00
Seed and Spanish Panetillas, 5 to 5½ inches long	4 50
Spanish Panetillas, 4¾ inches long	4 50
Seed and Spanish Panetillas, 4¾ inches long	4 00
Spanish Bagdads, 4½ to 4¾ inches long	4 50
Seed Bagdads, 4½ to 4¾ inches long	4 00
All Ponies. 4½ inches long	4 00
All Ponies, 4 to 4¼ inches long	4 00
All Principe cigars	4 00

All scrap cigars $1 in advance of long fillers. Stripping, 50 cents per M; casing, 20 cents per M.

Resolved, That we earnestly implore all the cigar manufacturers of this town, not to take any person as an apprentice, for a less term than three years.

Westfield, Nov. 4, 1850.

The above prices were for hand work. There were no molds used in this country at that time.

By way of comparison we note that the lowest job on the present bill of prices of Union 28, Westfield, is $8 per M. which was the highest job on the old scale. The highest job on the present bill is $19.00, and the common run of

written contracts, but get—what is an equivalent,—individual employers to accept their "bills of prices" and "union rules."[44] These are posted in union factories and there is a definite understanding between employees and employers that both parties will abide by them.[45] Special rules providing for the regulation of apprenticeship and other matters left to the discretion of the local unions are usually included along with the general rules. In return for a compliance with the conditions demanded by the union, employers are given the use of the union

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jobs are from $14 to $17. A cigar that called for $4 or $5 per M under the old bill is $16 or $17 under the present bill.

Despite this showing we occasionally find people who say that the unions have accomplished nothing.

The old Westfield bill is a fair average of the prices paid before the advent of unions and a better life for cigar makers. We especially commend these facts and figures to the young man who has come into the trade and movement since the inauguration of better wages and who knew nothing of the early struggles of the pioneers to establish and maintian the union. Note the facts and some idea can be had of conditions that would be in force today were it not for the International Union."

[44] *Cigar Makers' Official Journal*, Nov. 10, 1877; Oct. 10, 1880; Aug. 1890; Sept., 1899.

[45] Typical provisions for arbitration are shown in the following bills of prices:

Winona, Minn., Union No. 70. Bill of prices adopted Oct. 4. 1886. . . . "All questions that may arise in regard to this bill will be left to the arbitration board."

Blue Island, Ill., Union No. 247. Bill of prices adopted Aug. 10, 1891. . . . "All jobs not mentioned in this bill shall be left to arbitration by a committee of three from Union No. 247 and a committee of three from the manufacturers."

Boston, Mass., Union No. 97. Bill of prices adopted Apr. 14. 1892. . . . "Grievances on any jobs not provided for in this bill shall be referred to a committee of Union No. 97 and a representative of the manufacturer. . . . When a difference of opinion shall arise in the construction of prices named in this bill, it shall be decided by the Executive Board, subject to an appeal to the Union."

Burlington Ia., Union No. 72. Bill of prices adopted June 25, 1900. . . "All jobs not mentioned in this List of Prices to be left to arbitration by a committee of three manufacturers and three members of Cigar Makers Union No. 72."

Buffalo, N. Y., Union No. 2. Bill of prices adopted May 13, 1901. . . . "Manufacturers who evade the bill of prices are to be denied the use of the label for six months. . . . No union man is allowed to work in shops where non-union men are employed. . . . Any jobs which the bill does not cover are to be referred to the Executive Board of the Cigar Makers Union. . . . Wages are to be paid weekly in cash. . . . There may be one apprentice to two journeymen, two apprentices to ten journeymen, and three apprentices to fifteen journeymen. Every apprentice is to serve three years. . . . All strict union shops are to be furnished free of all charges as many union labels as may be required from week to week. (*C. M. I. U. Const.*, Art. II, sec. 3.)"

label.[46] This label has become such a valuable consideration in the sale of cigars that the International Office is obliged to keep vigilant watch to prevent its being counterfeited[47] and employers, in general, are willing to make concessions to secure its use. Often provisions like the following are attached to "bills of prices:" "Any employer using the union label and violating any of the conditions for its use shall, for the first

[46] The label of the Cigar Makers' International Union is as follows:

"Issued by Authority of the Cigar Makers' International Union of America. UNION-MADE CIGARS. This certifies, That the Cigars contained in this box have been made by a First-Class Workman, a member of the Cigar Makers' International Union of America, an organization devoted to the advancement of the Moral, Material and Intellectual Welfare of the Craft. Therefore we recommend these cigars to all smokers throughout the world. All infringements upon this Label will be punished according to law."

(Signed) G. W. PERKINS, President,
Sept. 1880. C. M. I. U. of America.

The label bears the seal of the international union and the stamp of the local union. The skilful use of scroll work and of various kinds of type makes counterfeiting difficult.

[47] The following letter printed in the *Cigar Makers' Official Journal* for Oct., 1896, indicates the vigilance with which the union guards the label:

Cleveland, O., Oct. 23, 1896.

Union of Cleveland, through their label committee, brought suit against the jobbing firm of Wallace & Schwartz for using counterfeit labels. About an hour before the time set for the hearing the attorney for the firm made a proposition to plead guilty, and desired to know how a satisfactory settlement could be effected. The committee of the union proposed that the firm go into court, plead guilty, pay $75 fine and the costs of the court; make a pledge before the court not to use or handle counterfeits any more, and turn over all counterfeits in his possession to the committee of the union. This was done, and the firm turned over to the committee several hundred counterfeit labels, which were destroyed. The Ohio law makes the minimum penalty $50.

Fraternally,

W. J. Cannon.

Also compare the following statement in the *Union Labor Advocate*, May, 1902: "Recently Albert Goldman, of Rochester, N. Y., was convicted in the Court of Special Sessions, New York City, for selling counterfeits of the Blue Label of the Cigarmakers' International Union, and sentenced to sixty days in the city prison.

Goldman, in his testimony, stated that he got the labels from Gabriel Ginsberg, of Chicago, who was recently convicted in the Criminal Court in this city for handling counterfeit labels, and sentenced to pay a fine of two hundred ($200) dollars and cost.

G. W. Perkins, president of the Cigarmakers' International Union, went to New York City as a witness in the Goldman case, and he says that the label is what is known, technically, as the Wollock (Chicago) counterfeit, and that he is convinced that a gang of counterfeiters, with headquarters in Chicago, are touring the country in an effort to dispose of these counterfeit labels.

The members of the Chicago union are highly elated over the fact that one of these agents has been trapped and convicted.

The sentence of sixty days in prison is the first prison sentence any counterfeiter or handler of counterfeit label goods has ever received."

offense, be refused the use of the label until he deposits the sum of $50.00 with the union as a guarantee for a faithful compliance in the future, and for a second violation he shall be refused the use of the label for the space of six months."[48] In addition to the consideration which the union offers employers in the use of the label, reasons for complying with union conditions are found in the fact that employers who fulfill their part of the conditions agreed upon are not often exposed to the danger of strikes. Although the International Union does not make any special effort to secure written agreements throughout the trade, for quite a number of years some of the older local unions have put their "bills of prices," "working rules," and other regulations in the form of written contracts, signed by representatives of local employers and employees. Most of the older local unions have also developed boards of arbitration and conciliation within the trade. At the present time the International constitution provides for the settlement of local disputes through the appointment of arbitrators chosen from the general body of members. These arbitrators act in conjunction with a committee from the local union involved. The settlement thus secured is made final unless set aside by an appeal to a referendum vote of all the local unions in the International body.[49]

The Place of Collective Bargaining in the Evolution of Industry

The close adjustment of the labor contract to the varying forms of industrial organization is evident in every phase of our industrial evolution.

As our industries were transferred from an individual to an organized basis, the old methods of bargaining became inadequate to meet the constantly changing conditions. As long as the individual labor contract was established through personal conference between master and workman the recognition given to reciprocal rights and obligations secured a fair degree of equity in the employment relationship. Attending the more

[48]See bills of prices for:—Union No. 77, Minneapolis, Minn., Sept. 1, 1899; and Union No. 2, Buffalo, May 13, 1901.

[49]See *Constitution* adopted, 1896, secs. 94, 95, 203 and 204.

complex organization of industry there was a corresponding development of social interdependence, while the separation between employer and employee became more marked. At the present time conditions in many of our large industries are such that employees are shut off from any personal contact with their employers. Recently at the Chicago Commons an employer and an employee who had sustained that relationship for seventeen years met for the first time. This is an extreme example but it serves to bring out the fact, which public opinion is only just beginning to recognize, that a revolution has been wrought in our industrial relations during the past century.

No industrial relation can long survive the reasons for its being. The individual contract squared with industrial and social conditions under individual production. With the development of large industries there followed a corresponding tendency toward collective bargaining.

The close connection between the stages of organization reached in any industry and the corresponding changes in the relation between employer and employee, emphasizes the fact that the development of collective bargaining is conditioned by the forms of industrial organization. While a general statement of the evolution of collective bargaining in our separate industries must always be modified by a consideration of particular conditions, yet a comparative analysis indicates that the general features of our industrial development are recapitulated in our separate industries to a remarkable degree.

Individual Workshops and Customary Regulation. As long as the individual workshop remained the unit in industry, the relation between the master and the journeyman was personal, and individual bargaining enabled the two parties to the labor contract to meet upon the basis of mutual dependence and mutual advantage. Both sides were restrained by customary regulations and, in case of dispute, alternative opportunities gave the workman a position of independence not differing greatly in degree from that of his employer. The interests of master and journeyman were not widely separated and such labor organizations as did exist were mainly for social and benevolent purposes.

Growth of the Factory System and the Development of Labor Organizations. With the extension of the factory system local competition became more intense. Employers were forced to organize their plants on a larger scale in order to secure the economies incident to improved methods of production. Larger groups of workmen were employed in the same shop and it became increasingly difficult for a journeyman without property to grow into the possession of an independent business. The change from individual to organized production separated the workman from the means of production and made him of less consequence in industry. The individual journeyman was no longer as indispensable as the individual master. The industry in which he had formerly taken personal interest and for which he felt personal responsibility no longer afforded the permanency of employment which he had enjoyed under the old customary regulations. The close contact between master and workman gradually disappeared and conflicting interests became more apparent. While the journeyman felt the force of the competition to which the master was subjected in a constant tendency toward lower wages, he was also threatened by the growing competition among workingmen for employment. The difficulties of the time acted as a constant incentive to the organization of journeymen's societies in which common grievances were discussed and common rules of action formulated. These societies first developed the characteristics of modern trade unions in those industries in which factory methods were first established.

Extension of the Competitive Field and Weak Organizations. The increasing size of the business unit due to the introduction of improved machinery was further accelerated by the development of transportation and communication. The competitive field, no longer limited by local conditions, extended rapidly over larger territorial areas. The expansion of business beyond local confines made necessary increased equipment and more efficient organization in industry. The question of economies in production confronted every employer able to survive the exacting demands of a fiercer business rivalry. The cost of labor being so large an element in production offered an in-

viting field to employers for the reduction of expenses. The opposition of labor unions presented few obstacles to this policy because the limitations of local organization made collective opposition on their part impracticable. The organization of industries on a larger scale constantly associated workingmen in larger groups for purposes of production. Employers intent on conserving the advantages incident to their position no longer depended upon the local field for their supply of workmen but filled their factories from districts which offered the cheapest labor. The pressure of competition affected the interests of workmen in the same occupations in similar ways and emphasized the interdependence of laborers competing with each other for employment. The effect of these various economic agencies gradually became apparent in the extension of labor organizations beyond local fields. Recognizing how inadequate their organizations were to make their influence felt in industries which had transcended local limitations, the leaders of the labor movement began to advocate closer coöperation between local unions in the same trades. The unconscious influence of industrial forces gradually brought local organizations into closer affiliation with similar groups and the national form of labor organization was evolved.

Development of Large Industries and Conflicting Interests. With stronger organizations on both sides, employers and employees confronted each other with one-sided demands. Each side desired to dictate terms without any reference to the claims of the other. Employers insisted on settling the terms of employment with each individual workman, while labor organizations insisted on enforcing "union rules." A period of storm and stress usually followed this stage. When one side was exhausted it submitted to the terms offered by the other and a truce would be established; but no real basis for industrial peace was secured. Employers and employees were hardly conscious of the change which had transformed individual production into organized industry; and so they could not understand that industrial relations were changing from an individual to a collective basis; but hard-earned experience taught both sides that strikes and lockouts were disastrous ways of

settling difficulties and both were ready for overtures of peace. At this stage informal conferences usually took place between representatives of the two parties to the labor contract. Mutual concessions were made and a new basis for agreement found. Gradually these informal conferences developed into regular systematic joint conference systems and local collective bargaining was established.

Large Scale Production and the Recognition of Unions. With the development of large scale production and a corresponding development of labor organizations the local systems have in many cases been extended to cover competitive areas which are national in scope. The "recognition" of labor organizations in conferences, where the respective interests of employer and employee are approached in a business-like way and where each side is able to back up its claims with industrial arguments bids fair to decrease the number of conflicts in which one side or the other is obliged to yield to industrial force.

In the complex process of industrial growth there is a constant shifting of reciprocal rights and obligations in the employment relationship. The gradual adjustment to the more constant features of industry fixes a basis upon which the future conditions of employment are determined according to the strength and influence of the two parties to the agreement. The relations established from time to time tend to become customary and so fix a standard of reciprocal obligation. Eventually the rights recognized in industry are more firmly established through legal enactment and thus become part of a system by which future adjustments are conditioned.

The evolution of the law follows, though slowly, the evolution of industry. On a constantly changing basis of new rights and new obligations collective bargaining in the United States is developing with the growth of organized production. Therein lies a partial guarantee of a more equitable distribution.

APPENDIX 1

BOOT AND SHOE WORKERS' UNION

UNION STAMP CONTRACT

AGREEMENT entered into this first day of April, 1900, by and between ...., shoe manufacturers, hereinafter known as the Employer, and the Boot and Shoe Workers' Union, with headquarters at 620 Atlantic Avenue, Boston, Mass., hereinafter known as the Union, witnesseth:

First. The Union agrees to furnish its Union Stamp to the Employer free of charge, to make no additional price for the use of the Stamp, to make no discrimination between the Employer and other firms, persons, or corporations who may enter into an agreement with the Union for the use of the Union Stamp, and to make all reasonable effort to advertise the Union Stamp, and to create a demand for the Union Stamped products of the Employer in common with other employers using the Union Stamp.

Second. In consideration of the foregoing valuable privileges, the Employer agrees to hire as shoe workers, only members of the Boot and Shoe Workers' Union in good standing, and further agrees not to retain any shoe worker in his employment after receiving notice from the Union that such shoe worker is objectionable to the Union, either on account of being in arrears for dues, or disobedience of Union Rules or Laws, or from any other cause.

Third. The Employer agrees that he will not cause or allow the Union Stamp to be placed on any goods not made in the factory for which the use of the Union Stamp was granted.

Fourth. It is mutually agreed that the Union will not cause or sanction any strike, and that the Employer will not lock out his employes while this agreement is in force. All questions of wages or conditions of labor which cannot be mutually agreed upon shall be submitted to the Mass. State Board of Arbitration, whose decision shall be final and binding upon the Employer, the Union, and the employes.

Fifth. The Union agrees to assist the Employer in procuring competent shoe workers to fill the places of any employes who refuse to abide by Section Four of this agreement, or who may withdraw or be expelled from the Boot and Shoe Workers' Union.

Sixth. The Employer agrees that the Union collectors working in

the factory shall not be hindered or obstructed in collecting dues of members working in the factory.

Seventh. The Employer agrees that the General President of the Union, or his deputy upon his written order, may visit the employes in the factory at any time.

Eighth. The Employer agrees that the Union is the lawful owner of the Union Stamp.

Ninth. The Union agrees that no person except the General President, or his deputy upon his written order, shall have the right to demand or receive the Union Stamp from the Employer.

Tenth. Should the Employer violate this agreement, he agrees to surrender the Union Stamp or Stamps in his possession to the General President or his deputy, upon the written order of the General President, and that the said General President, or his deputy, may take the said Stamp or Stamps wherever they may be, without being liable for damages or otherwise.

Eleventh. In case the said employer shall for any cause fail to deliver said Stamp or Stamps to the General President or his deputy, as provided in this agreement, the Employer shall be liable to the General President in the sum of two hundred (200) dollars, as liquidated damages, to be recovered by the General President, in an action of contract, brought in the name of the General President for the benefit of the Union, against the Employer.

Twelfth. This agreement shall remain in force until .....

Should either party desire to alter, amend or annul this agreement, it shall give a written notice thereof to the other party three months before expiration of the agreement; and if the parties fail to give such notice, the agreement shall be in force for another year, and so on from year to year, until such notice is given.

Thirteenth. In case the Employer shall cease to do business, or shall transfer its interests, or any part thereof, to any person or persons, or corporations, this agreement shall be ended and the Stamp or Stamps shall be returned to the General President forthwith, without demand from the Union, when a new agreement of similar tenor as this may be entered into.

Signed,

By, ——— ———,
For the Employer.

By, ——— ———,
For the Union.

Blank form of Contract
The Union Boot and Shoe Worker,
April, 1900, Vol. 1. No. 4, p. 5.

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APPENDIX 2

BUILDING CONTRACTORS' COUNCIL OF CHICAGO

Office of Secretary. 92 La Salle Street.
CHICAGO, April 30th, 1900.

To Whom It May Concern:—

In view of the suggestions made by many citizens, we are willing to amend our position, so that any organization affiliated with the Building Contractors' Council is at liberty to make an agreement with the individual union of its trade, provided:

1st. That the agreement is not contrary in any way to the following principles, unanimously adopted by the Building Contractors' Council at a meeting held on the 24th day of April, 1900, and for the maintenance of which the organization stands pledged.

(a) That there shall be no limitation as to the amount of work a man shall perform during his working day.

(b) That there shall be no restriction of the use of machinery or tools.

(c) That there shall be no restriction of the use of any manufactured material except prison-made.

(d) That no person shall have the right to interfere with the workmen during working hours.

(e) That the use of apprentices shall not be prohibited.

(f) That the foreman shall be the agent of the employer.

(g) That all workmen are at liberty to work for whoever they see fit.

(h) That employers shall be at liberty to employ and discharge whoever they see fit.

2nd. That the following conditions are made a part of the agreement:

(a) That eight hours shall constitute a day's work.

(b) That the rate of wages shall be:

$4.00 for Bricklayers.	$3.50 for Marble Setters.
4.00 for Plumbers.	3.40 for Sheet Metal Workers.
4.00 for Stone Cutters.	3.40 for Carpenters.
4.00 for Gas Fitters.	3.28 for House Drainers.
4.00 for Steam Fitters.	3.20 for Iron Workers.
4.00 for Plasterers.	3.00 for Painters.
4.00 for Engineers.	3.00 for Gravel Roofers.
4.00 for Tile Setters.	2.40 for Plasterers' Laborers.
3.60 for Iron Setters.	2.00 for Laborers.

(c) That time and one-half shall be paid for overtime, and double time for Sunday and holidays.

(d) That the agreement shall cover a period of not less than three years.

(e) That an arbitration clause, to provide for the adjustment of possible difficulties in the future, be made a part of the agreement.

(f) That no by-laws or rules conflicting with the agreement shall be enforced or passed by the association or union during the life of the agreement.

(g) That the agreement shall only become operative when the union withdraws permanently from the Building Trades Council, and agrees not to become affiliated with any organization of a like character during the life of the agreement.

The foregoing principles are fundamental for the peace and prosperity of any community or trade, and should be upheld by workman, owner, material man, architect, contractor and every citizen.

APPENDIX 3

THE CARPENTERS AND BUILDERS' ASSOCIATION OF CHICAGO, THE MASTER CARPENTERS' ASSOCIATION AND THE CARPENTERS' EXECUTIVE COUNCIL

Articles of agreement between the Carpenters and Builders Association, the Master Carpenters Association and the Carpenters Executive Council of Chicago and Cook County. In effect from March 11, 1901 to April 1, 1903.

I. This agreement made this seventh day of February, 1901, by and between the Carpenters' and Builders' Association of Chicago, and the Master Carpenters' Association of Chicago (employers), parties of the first part, and the Carpenters' Executive Council, party of the second part, for the purpose of preventing strikes and lockouts and facilitating a peaceful adjustment of all grievances and disputes which may, from time to time, arise between the employer and mechanics in the carpenter trade.

II. NO OUTSIDE INTERFERENCE.

WITNESSETH, That all the parties to this agreement hereby covenant and agree that they will not tolerate nor recognize any right of any

other Association, Union, Council or body of men, not directly parties hereto, to interfere in any way with the carrying out of this agreement, and that they will use all lawful means to compel their members to comply with the arbitration agreement and working rules as jointly agreed upon and adopted.

III. PRINCIPLES UPON WHICH THIS AGREEMENT IS BASED.

All the parties hereto this day hereby adopt the following principles as an absolute basis for the joint working rules, and to govern the action of the Joint Arbitration Board as hereinafter provided for:

1. That there shall be no limitation as to the amount of work a man shall perform during his working day.
2. That there shall be no restriction of the use of machinery or tools.
3. That there shall be no restriction of the use of any manufactured material, except prison-made.
4. That no person shall have the right to interfere with the working man during working hours.
5. That the use of apprentices shall not be prohibited.
6. That the foreman shall be the agent of the employer.
7. That all workmen are at liberty to work for whomsoever they see fit.
8. That all employers are at liberty to employ and discharge whomsoever they see fit.

IV. HOURS.

Eight hours shall constitute a day's work, except on Saturdays, when work shall stop at twelve o'clock noon, with four hours pay for the day.

V. OVERTIME.

Time and one-half shall be paid for overtime. Work done between the hours of 5 p. m. and 8 a. m. shall be paid for as overtime, when only one shift of men are employed on the job.

VI. HOLIDAYS.

Double time shall be paid for work done on Sundays throughout the year and on Saturday afternoons, also for work done on the following five holidays for days celebrated as such; Decoration day, Fourth of July, Thanksgiving day, Christmas day and New Years day. Sunday

and holiday time to cover any time during the 24 hours of the said calendar days.

VII. EXTRA SHIFTS.

Where work is carried on with two or three shifts of men working eight hours each, then only single time shall be paid for both night and day work during the week days, and double time for Sundays and the above-mentioned holidays. The same men shall not be worked on two consecutive shifts.

VIII. LABOR DAY.

No work shall be done on Labor Day, except by consent of the two presidents.

IX. WAGES.

The minimum rate of wages to be paid until April 1, 1902, shall be 42½ cents per hour, and 45 cents per hour from said date until April 1, 1903, payable in lawful money of the United States.

The party of the second part hereby agrees that no member affiliated with the party of the second part shall work for any one for less than this rate of wages in Cook county, Ill.

And it is further agreed by the parties of the first part to hire no one in this trade except to whom he or they shall pay the wages agreed upon by the Joint Board of Arbitration.

X. PAY DAY.

It is agreed that journeymen shall be paid every week, and not later than 5 p. m. Wednesday.

XI. TIME AND METHOD OF PAYMENT OF WAGES.

The wages are to be paid on the work in full up to and including the Saturday night preceding pay day.

When a workman quits work of his own accord he shall receive his pay on the next regular pay day. When a man is discharged or laid off, if he so requests, he shall be either paid in cash on the work or given a time check, with one hour added for traveling time, which shall be paid at once upon presentation at the office of the employer, and if he is not paid promptly upon his arrival at the office, and if he shall

remain there during working hours, he shall be paid the minimum wages for such waiting time, Sundays and holidays excepted.

XII. PIECE WORK.

No members of the parties of the first part shall sublet or piece out their carpenter work; neither shall any journeyman who is a member of the party of the second part be permitted to take piece work in any shape or manner from any owner or contractor, whether he be a member of the parties of the first part or not.

XIII. WORKING WITH NON-UNION MEN.

The party of the second part shall not work with carpenters except they are affiliated with the Carpenters' Executive Council, and no member or members affiliated with the second party shall leave his work because non-union men in some other line of work or trade are employed on the building or job, or because non-union men in any line or trade are employed on any other building or job, or stop or cause to be stopped any work under construction for any member or members affiliated with the first parties, except upon written order signed by the president of the Associations and Union (parties hereto) or the Joint Arbitration Board.

XIV. FOREMAN.

The foreman, if a Union man, shall not be subject to the rules of his Union while acting a foreman, and no fines shall be entered against him by his Union while acting in such capacity, it being understood that a foreman shall be a competent mechanic in his trade and be subject to the decisions of the Joint Arbitration Board. There shall be but one foreman on each job.

XV. STEWARD.

Whenever two or more journeymen members of the second party are working together a steward shall be selected by them from their number to represent them, who shall, while acting as steward, be subject to the rules and decisions of the Joint Arbitration Board. No salary shall be paid to a journeyman for acting as steward. He shall not leave his work or interfere with workmen during working hours, and

shall perform his duties as steward so as not to interfere with his duty to his employer.

He shall always while at work carry a copy of the working rules with him.

XVI. APPRENTICES.

Each employer shall have the right to teach his trade to apprentices, and the said apprentices shall serve for a period of not less than three years, as prescribed in the apprentice rules to be agreed upon by the Joint Arbitration Board and shall be subject to control of the said Joint Arbitration Board. No apprentice shall be over 21 years of age.

XVII. ARBITRATION.

All the parties hereto agree that any and all disputes between any member or members of the Employers' Association on the one side, and any member or members of the Union on the other side, during the life of this agreement, shall be settled by arbitration in the manner hereinafter provided for, and for that purpose all parties hereto agree that they will at their annual election of each year, elect an Arbitration Committee to serve one year (except the Carpenters' and Builders' Association), (see section 3 of article 6 of their constitution), and until their successors are elected and qualified.

In case of death, explusion, removal or disqualification of a member or members on the Arbitration Committee, such vacancy shall be filled by the Association or Union at its next regular meeting.

The Arbitration Committee of each of the three parties hereto shall consist as follows: Five members from the Carpenters' and Builders' Association, three from the Master Carpenters' Association, and five from the Carpenters' Executive Council, and they shall meet not later than the fourth Thursday of January, each year, in joint session, when they shall organize a Joint Arbitration Board by electing a president, secretary, treasurer and umpire.

The Joint Arbitration Board shall have full power to enforce this agreement, entered into between the parties hereto, and to make and enforce all lawful working rules governing both parties. No strikes, lockouts, or stoppage of work shall be resorted to pending the decision of the Joint Arbitration Board. When a dispute or grievance arises between a journeyman and employer (parties hereto), or an apprentice and his employer, the question at issue shall be submitted in writing to the presidents of the two organizations, and upon their failure

to agree and settle it, or if one party to the dispute is dissatisfied with the decision, it shall then be submitted to the Joint Arbitration Board at their next regular meeting. If the Joint Arbitration Board is unable to agree the umpire shall be requested to sit with them, and after he has heard the evidence, cast the deciding vote. All verdicts shall be decided by majority vote, by secret ballot, be rendered in writing, and be final and binding on all the parties to the dispute.

XVIII. WHO ARE DISQUALIFIED TO SERVE ON ARBITRATION COMMITTEE.

No member who is not actively engaged in the trade, or who holds a public office, either elective or appointive, under municipal, county, state or national government shall be eligible to sit as the representative in this trade arbitration board, and any member shall become disqualified to sit as a member of this trade Joint Arbitration Board and cease to be a member thereof immediately upon his election or appointment to any public office or employment.

XIX. UMPIRE.

An umpire shall be selected who is in no wise affiliated or identified with the building industry, and who is not an employe or employer of labor nor an incumbent of a political office.

XX. MEETINGS.

The Joint Arbitration Board shall meet to transact routine business the first Thursday in each month, but special meetings shall be called on three days' notice by the presidents of the two organizations or upon application of three members of the Joint Arbitration Board.

XXI. FINES FOR NON-ATTENDANCE AS WITNESS.

The Joint Arbitration Board has the right to summon any member or members affiliated with any of the parties hereto against whom complaints are lodged for breaking this agreement or working rules, and also appear as witness. The summons shall be handed to the president of the Association or Union to which the members belong, and he shall cause the member or members to be notified to appear before the Joint Arbitration Board on date set. Failure to appear when notified, except (in the opinion of the Board) valid excuse is given, shall subject a member to a fine of twenty-five ($25) dollars for the first offense, fifty ($50) dollars for the second, and suspension for the third.

XXII. SALARIES.

The salary of each representative on the Joint Arbitration Board shall be paid by the Association or Union he represents.

XXIII. QUORUM.

Seven (7) members present shall constitute a quorum in the Joint Arbitration Board.

If one or more of the members of the Arbitration Committee of either of the parties to the agreement be absent, the other Arbitration Committee shall cast an equal number of votes on a division in the Joint Arbitration Board.

XXIV. FINES AS A RESULT OF ARBITRATION.

Any member or members affiliated with either of the three parties hereto violating any part of this agreement or working rules established by the Joint Arbitration Board shall be subject to a fine of from ten ($10) dollars to two hundred ($200) dollars, which fine shall be collected by the President of the Association or Union to which the offending member or members belong, and by him paid to the treasurer of the Joint Arbitration Board not later than thirty (30) days after the date of the levying of the fine.

If the fine is not paid by the offender or offenders it shall be paid out of the treasury of the Association or Union of which the offender or offenders were members at the time the fine was levied against him or them and within sixty (60) days of date of levying same; or in lieu thereof the Association or Union to which he or they belong shall suspend the offender or offenders and officially certify such suspension to the Joint Arbitration Board within sixty (60) days from the time of fining, and the Joint Arbitration Board shall cause the suspension decree to be read by the presidents of both the Associations and Union at their next regular meeting, and then post said decree for sixty (60) days in the meeting rooms of the Association and Union. No one who has been suspended from membership in the Association or Union for neglect or refusal to abide by the decisions of the Joint Arbitration Board can be again admitted to membership except by paying his fine or by unanimous consent of the Joint Arbitration Board.

All fines assessed by the Joint Arbitration Board and collected during the year shall be equally divided between the two parties hereto, by the Joint Arbitration Board, at the last regular meeting in December.

XXV. RULES FOR ARBITRATION BOARD AND FOR PARTIES HERETO.

All disputes arbitrated under this agreement must be settled by the Joint Arbitration Board, and in conformity with the principles and agreements herein contained, and nothing herein can be changed by the Joint Arbitration Board. No by-laws or rules conflicting with this agreement or working rules agreed upon shall be passed or enforced by either parties hereto against any of its affiliated members in good standing.

XXVI. TERMINATION.

It is agreed by the parties hereto that this agreement shall be in force between the parties hereto until April 1, 1903.

XXVII. WITHDRAWAL FROM THE BUILDING TRADES COUNCIL.

This agreement shall become operative when the Union withdraws permanently from the Building Trades Council. It being understood and agreed that after so doing affiliation with a new central body, composed solely of mechanic trades employed on buildings, will in no way affect the terms of this agreement, provided that the constitution, by-laws and rules of such central body are not in conflict at any time with the terms of this agreement and that the said central body shall not be called "The Building Trades Council".

On behalf of the parties of the first part.

THE CARPENTERS' AND BUILDERS' ASSOCIATION OF CHICAGO.

Abraham Edmunds,
Joseph Haigh,
William Adams,
John A. Wiseman,
Charles W. Gindele.

THE MASTER CARPENTERS' ASSOCIATION.

Louis A. Ashbeck,
H. Cohlgraff,
B. C. Ellish.

On behalf of the party of the second part.

THE CARPENTERS' EXECUTIVE COUNCIL.

Timothy Cruise,
J. W. Quayle,
P. F. Duffy,
A. W. Simpson,
Wm. L. Glass.

APPENDIX 4

STANDING RULES OF THE GRAND INTERNATIONAL BROTHERHOOD OF LOCOMOTIVE ENGINEERS

Section 1. On any system of railroad where two or more subdivisions are organized, there shall be a standing general committee of adjustment, whose members shall be elected biennially at the regular election of officers of subdivisions. Only those members of a division whose grievances he might be required to adjust shall be entitled to a vote for member of general committee of adjustment.

On any line or system of railroad under or controlled by one president, or by an executive board under whom are one or more presidents or general managers, where a road or branch constitutes a separate department of the system, and on which the Brotherhood of Locomotive Engineers have separate and distinct schedules of pay, there may be on each such line a standing board of adjustment, composed of a delegate from each subdivision located upon that line or distinct part of the system; such delegate shall be the chairman of the local committee of his division, and these delegates shall meet biennially and select a chairman and secretary, and transact such other business as may be referred to them by subdivisions on their distinct and separate part of the system to which they belong. On these composite systems there shall be an executive board of adjusment, composed of the chairman of each general committee of adjustment of the separate lines or branches comprising the system, which shall meet biennially or annually, as they may decide, elect a chairman and secretary, and such other business as may be referred to them by the general committees of adjustment of the different lines. These committees to be governed by the law of the G. I. B. of L. E.

Sec. 2. Each subdivision on said system shall be entitled to one representative and one vote in said committee. Provided, that on systems whereon are located but two subdivisions, the subdivisions having the most members employed on such systems shall have two representatives and two votes in the committee named.

Sec. 3. It shall be the duty of the general committee of adjustment of each system to meet biennially at such time and place as may be

determined by a majority of its members and adjust the grievances on the system, if any exist.

Sec. 4. The chairmen and secretaries of general committees of adjustment shall be elected at the opening of each biennial session.

Sec. 5. The chairman may be elected from any subdivision on the system, even though not a delegate to the committee.

Sec. 6. The chairman of the general committee of adjustment may be made a salaried officer, provided two-thirds of the members on the system so elect.

Sec. 7. A salaried chairman shall devote his whole time to the interests of the members on his system, visit their subdivisions, exemplify the work, and give all necessary instruction. The salaries of such chairman shall be raised by an equal assessment on all members employed on the system represented, and shall be collected three months in advance and paid monthly.

Sec. 8. Any chairman of a general committee of adjustment, when called upon by one or more subdivisions on his system, shall be empowered, in conjunction with local committees, to adjust, if possible, all differences that may rise between members and their employers without convening the general committee of adjustment, and in case the local committee cannot be convened readily, the chairman shall have power to select one or more members to assist him. If unsalaried, his pay for such service shall be raised by an equal assessment on all members who are employed on said system. General committee of adjustment shall make such assessment as is deemed necessary, to be paid quarterly in advance to the general secretary and treasurer, who will pay the general chairman for his services, and any surplus in the treasury after payment of salaried chairman shall be applied to expenses of general committee when called in session.

Sec. 9. It shall be the duty of the chairman of the general committee of adjustment of each system to act as committee on transportation for delegates to the G. I. B. of L. E. immediately after each election of officers, and report the result to the grand office. Provided, that where it is not advisable for the chairman to act in person, he may appoint some members of his system to act in his stead.

Sec. 10. At any time between biennial sessions, should a majority of the subdivisions on a system instruct the chairman to convene the general committee of adjustment, he shall do so without delay.

In case of an emergency, the chairman is empowered to convene the committee, when, in his judgment, it is absolutely necessary.

Any action taken by a general committee of adjustment on any system shall stand as law for all members and subdivisions on said system,

until repealed by said committee or by a two-thirds vote of the members on the system.

An appeal may be taken from the decision of the general committee of adjustment or the chairman to the members on the system, if made within ninety days from the date of such decision, and a two-thirds majority vote of members on said system shall be final. This vote to be taken in the same manner as in the election of division officers.

Sec. 11. Any member refusing to sustain the action or to carry out the instruction of the general committee of adjustment of the system on which he is employed shall, upon conviction by his subdivision, be expelled for violation of obligation.

Any member who, by verbal or written communication to railroad officials or others, interferes with a grievance that is in the hands of a committee, or at any other time makes any suggestion to any official that may cause discord in any division, shall be expelled when proven guilty.

Sec. 12. Should a subdivision on any system refuse to sustain an action of the general committee of adjustment of said system, or to enforce the laws passed by the G. I. B. of L. E., it shall be the duty of the member of said committee from such subdivision to make a written statement of the facts concerning such refusal to the chairman of said committee, who shall submit the same to the G. C. E., and if in the judgment of the G. C. E. such subdivision is at fault, he shall at once suspend its charter.

Sec. 13. It shall be the duty of the general committee of adjustment on any system to exhaust its efforts to effect a settlement of any difficulty that may arise on said system between the management of the system and members of the Brotherhood of Locomotive Engineers before sending for the G. C. E. Failing, they shall notify the G. C. E. of the facts in detail and may call upon him for assistance.

Sec. 14. Receiving such call, the G. C. E. shall give it precedence over all other business. Shall at once visit such system and use all honorable means to prevent trouble between members and their employers. When it becomes necessary to defend any of our existing agreements between members of the Brotherhood of Locomotive Engineers and railway companies in the hands of the court, the grand chief, in conjunction with the general committee of adjustment, may employ a competent attorney to defend our interests, and the expense shall be paid from the treasury of the Brotherhood.

Sec. 15. The expenses of members of a general committee of adjustment when convened for any purpose, together with pay for time they lose in such service, shall be raised by an equal assessment on all mem-

bers of the Brotherhood of Locomotive Engineers employed on the system represented. The secretary of the general committee of adjustment shall furnish all divisions on the system a copy of the minutes of the meeting of said committee.

All assessments levied by the general committee of adjustment shall be paid within sixty days after the date of notice, and any division not square on the books of the secretary and treasurer of the G. C. of A. at their annual or biennial meetings, their delegates will not be entitled to a seat.

The chairman of the general committee of adjustment shall, or any division may, prefer charges against any division failing to pay their G. C. A. assessments within sixty days to the grand chief engineer, who shall investigate said charges, and if no reasonable excuse is found, each division shall have their charter suspended until they pay said assessments.

Each division will furnish a credential to their member of general committee of adjustment, and it shall state the number of assessable members. Divisions will pay for the number of members stated on the credential. Divisions will be responsible to their member of general committee of adjustment for his pay for serving on said committee.

The bill for amount due to any member of a subdivision for serving on such general committee shall, when regularly presented and accepted, be paid, if possible, without delay, from the general fund of the subdivision, and said amount, when so paid, shall be again restored to said fund as soon as collected by assessment, as per this article.

All general committees of adjustment shall have power to fix the rate of pay for members serving on such committee.

When the general committee of any system is called on duty to attend to affairs of a general nature, the time and expenses of said committee shall be paid from the general fund of the G. I. B. of L. E., provided the call comes from the grand executive officers in authority.

No new business will be entertained by a general committee of adjustment unless sent under the seal of a subdivision, and no resolution that has for its purpose the changing of existing rights to runs as understood by engineers will be entertained by any committee of adjustment until it has been first submitted to all divisions interested, they to vote on the question and send their member to the G. C. of A. instructed how to vote. In case any matter pertaining to the welfare of the Brotherhood should come to the notice of the G. C. E., he shall have power to call a committee of two or more members, and they may make any arrangement or agreement they may deem best for the in-

terest of the Brotherhood, and all expenses incurred shall be paid out of the general treasury.

Sec. 16. Should any member in the employ of a railroad company, while in discharge of his duty as a locomotive engineer, meet with any accident of any kind, he shall be required to make out a complete and true report of the same to his division, in writing, for the benefit of the committee of adjustment, and the division shall keep such report, together with a copy of the judgment of the company's officials concerning such accident. Failing to do so he shall not have his case handled by the general chairman unless so ordered by a two-thirds vote of his division. Should an engineer wilfully misrepresent facts in his statement for the guidance and information of the committee, he shall be considered as having violated his obligation, and on conviction at a regular trial shall be suspended or expelled, as the division may determine.

Sec. 17. Members are prohibited from signing any contract with a railroad company, or making any verbal agreement, without the consent of the general committee of adjustment of the system by which they are employed.

Sec. 18. It shall be illegal for the chairman of any general or local committee of adjustment to meet with or go before the general manager, superintendent, or master mechanic of any railway, road, or system for the purpose of adjusting any grievance, or making or giving consent to any contract, without first consulting with other members of the general or local committee of adjustment; and said chairman shall be accompanied by one or more members of said general or local committee whenever he visits the general manager, superintendent or master mechanic to adjust the grievances of the members of the road by which he is employed. When engineers of any railroad are using joint tracks on foreign roads, and through the movement of such engines the engineer is charged with any offense that would cause his dismissal or in any way affect his welfare, upon request of the division of which he is a member, the division located on the railroad or tracks of such foreign railroad shall, upon proper notification, take up such grievances and adjust the same in the same manner as if it were a grievance of their own member, and at the expense of the division making such request.

APPENDIX 5

RULES RELATING TO LOCOMOTIVE FIREMEN ON THE CHICAGO, ROCK ISLAND & PACIFIC RAILWAY

Provisionally Effective September 1, 1902.

ARTICLE ONE.

No fireman shall be dismissed or suspended from the service of the company without just cause.

ARTICLE TWO.

In case a fireman believes his discharge or suspension to have been unjust he shall make written statement of the facts in the premises and submit it to his Master Mechanic; and at the same time designate any other fireman in the employ of the company at the time on the same division, and the Master Mechanic, together with the fireman last referred to, shall, in conjunction with the Superintendent or some other superior officer, investigate the case in question. When at all practicable, such investigation shall be made within five days from the date of the receipt of the communication from the fireman, and in case the aforesaid discharge or suspension is decided to have been unjust, he shall be reinstated and paid half time for all time lost on said account.

ARTICLE THREE.

The right of appeal in proper order from Local to General officers is always conceded.

ARTICLE FOUR.

No attention will be paid to grievances, unless presented in writing within sixty days after their occurrence.

ARTICLE FIVE.

All charges or reports against firemen shall be made in writing, and such charges shall be subject to the inspection of the party against whom they are made.

ARTICLE SIX.

When not otherwise required by the Company's necessities, all freight firemen shall run first in and first out (except those assigned to regular runs) from all terminals and relay stations in their respective districts.

ARTICLE SEVEN.

All firemen on extra lists shall register, on their arrival, in a book provided for that purpose, and shall be called in rotation when the services of an extra man may be required, and shall remain with the engine called for until the regular fireman returns, except where a preferred extra passenger list is maintained.

ARTICLE EIGHT.

Where a preferred extra passenger list is not maintained and a vacancy occurs in passenger service, the best available man will be put on the engine; the senior freight fireman to be put on the engine as soon as possible, if the vacancy is for fifteen days or more.

ARTICLE NINE.

The rights and preferences to runs, engines and promotions shall be governed by seniority, and the choice of runs and engines shall be based upon this principle, it being understood that the choice of engines shall not apply to engines of the same class. The same rule will apply to firemen in yard service. When consistent to do so, and a deficiency of firemen in road service exists, firemen in yard service will be considered in the line of promotion to road service firemen.

ARTICLE TEN.

Firemen shall be promoted according to seniority. Failing to pass examination (Mechanical or Time-Card), a fireman shall forfeit the right to promotion for six months. Failing to pass examination a second time, he shall lose his run and take the position of junior fireman on the regular list. Failing to pass examination a third time, he shall resign.

ARTICLE ELEVEN.

Firemen will have rights on their respective divisions as they are now divided.

ARTICLE TWELVE.

Firemen will be called for all runs not less than one hour, nor more than one hour and a half, before leaving time. The caller will be provided with a book, showing time and for what train wanted, in which the fireman will sign his name and time called. Firemen living more than one mile from roundhouse will not be called.

ARTICLE THIRTEEN.

Firemen called to make a trip, provided the train is afterward annulled and fireman released, shall be paid for three hours' time on the basis of the regular rates which they are receiving, and shall occupy the same position as before being ordered out.

ARTICLE FOURTEEN.

The time of a fireman shall begin from the time for which the train is ordered, as shown on the order for calling, and shall continue to the time the engine is given to the hostler at the end of the run.

ARTICLE FIFTEEN.

When road firemen are required to switch at terminals thirty-five minutes or more, time shall be allowed.

ARTICLE SIXTEEN.

Delayed time at terminal stations before leaving will be paid for full delay if delayed one hour; if delayed thirty minutes at terminal stations after arriving, one hour's time will be allowed. In computing delayed time before leaving it is understood that one full hour must be consumed before time will be allowed. If one hour and thirty minutes, two hours time will be allowed, and so on. After arriving at terminal station one hour will be allowed after thirty minutes' delay, two hours after one hour and thirty minutes' delay, and so on.

ARTICLE SEVENTEEN.

In road service extra or overtime will not be allowed for terminal switching delays at terminal stations, or delays between terminals (see Articles 15, 16 and 23) except such as may be in excess either of one day of ten hours or one hundred miles.

ARTICLE EIGHTEEN.

The time of firemen in freight or passenger service shall be computed on the basis of one hundred miles or less for a day's work; and all time made by firemen while on the road between terminal points, in excess of ten miles per hour on freight, or eight hours per hundred miles on passenger, shall be considered overtime.

ARTICLE NINETEEN.

When firemen are held in for snow-plow service, they will be allowed regular pay for each day of twenty-four hours that they are so held subject to orders.

In case a regular fireman's engine is assigned, in reserve, to snow-plow service, the fireman shall be provided with another engine.

ARTICLE TWENTY.

When good cause can be shown for doubling hills, the pay shall be on the basis of the actual time lost—actual time to be computed from the time of stalling until the train is again coupled at the summit.

ARTICLE TWENTY-ONE.

Freight firemen double-heading on passenger trains will receive passenger firemen's pay for the same.

ARTICLE TWENTY-TWO.

Firemen dead heading on Company's business will be paid half mileage.

ARTICLE TWENTY-THREE.

When required by this Company to attend court, firemen shall be paid at the rate of $2.25 per day of twenty-four hours and their expenses during attendance, and for all time lost while awaiting the Company's orders, and for such time as they may lose while waiting to take their runs, and for all services not otherwise provided for in this schedule.

ARTICLE TWENTY-FOUR.

All construction service performed at terminal points by road firemen not regularly assigned to construction will be paid for at the reg-

ular rates. If more than five hours are consumed in this service, the fireman will not be considered first out in any class of service except construction. Road firemen required to do construction work between terminals will be paid actual mileage for miles run on freight or passenger, and construction pay for such construction service at the established rate for fractions of a day on construction.

ARTICLE TWENTY-FIVE.

The Company will furnish blank forms for engineers to fill out for all delayed time between terminals and at terminals before departing and after arriving, which shall be verified by the train sheet, and certified to by the Division Superintendent.

ARTICLE TWENTY-SIX.

Firemen required to watch engines will be paid their regular rate per hour, as firemen, for such service, regardless of other time or mileage earned that day.

ARTICLE TWENTY-SEVEN.

Switch firemen will be allowed one full hour for dinner between 11 o'clock A. M. and 1 o'clock P. M. Should necessity of business prevent the use of the hour assigned, the fireman shall be paid overtime for it at the rate per hour regularly received by him.

The same rule will apply to night men between the hours of 11 o'clock P. M. and 1 o'clock A. M.

ARTICLE TWENTY-EIGHT.

Firemen shall not be required to clean fires, ash pans, or front ends of their engines at terminals of their respective runs, or at points where there is a round house, provided that the run of the engine to be cleaned covers a mileage of not less than one hundred and fifty miles.

ARTICLE TWENTY-NINE.

Firemen will not be required to do any cleaning outside of cab on the following classes of engines:

1200 (new series number 2000)
1300 (" " " 1000)
1400
1500 (new series number 1800)

On the Kansas Division between Horton, Herington and Armourdale, engines in the 800 class (new series number 1300) are included in the above exemption. Firemen will do all cleaning inside

of cab and clean windows outside on the engines specified in this Article and will continue to clean other engines as heretofore except as specified in Article Thirty. When the engines specified in this article are so located that cleaning cannot be properly taken care of by the Company, firemen will be required to do such cleaning as will prevent damage.

ARTICLE THIRTY.

Firemen will not be required to blacken smoke-boxes, stacks or front ends on any class of engines which run into Division Terminals.

ARTICLE THIRTY-ONE.

No fireman shall be required to continue on duty when he reasonably needs rest, he to be the judge; but in extreme cases the firemen on their part will tender every means in their power to assist the company; it being understood that trains shall not be unreasonably tied up between terminals, and that due notice shall be given when rest is required, if possible to do so.

ARTICLE THIRTY-TWO.

Coal for all main line and switch engines shall be broken, suitable for furnace use.

ARTICLE THIRTY-THREE.

Firemen will not be required to coal engines between terminals where chutes are not provided.

ARTICLE THIRTY-FOUR.

There shall be no objection to the transfer of a fireman from another division, provided the supply of firemen on the division requiring additional engineers does not meet the necessities, and good, competent men on other divisions are desirous of such transfer.

ARTICLE THIRTY-FIVE.

Firemen on assigned runs will stay on their run regardless of engine furnished.

When a chain gang engine goes into shop for general repairs, its fireman will take the engine of the junior fireman in chain gang service and it will be considered his regular engine.

ARTICLE THIRTY-SIX.

In case of a surplus of firemen, the junior men in the service shall be taken off and shall do extra work or firing. A surplus shall not be considered as existing while firemen are making 2,600 miles per month.

ARTICLE THIRTY-SEVEN.

On application a copy of the revised seniority lists of firemen shall be furnished.

ARTICLE THIRTY-EIGHT.

When a run becames vacant, it shall immediately be bulletined and a fireman assigned as soon as possible thereafter.

ARTICLE THIRTY-NINE.

Firemen on standard 8-wheel locomotives will receive two and twenty-five hundredths (2 25-100) cents per mile; on moguls and local runs they will receive two and forty-hundredths (2 40–100) cents per mile; on 10-wheel engines they will receive two and fifty hundredths (2 50–100) cents per mile. Firemen of construction trains will receive one hundred miles per day as per schedule. In construction service, twelve working hours or less will constitute a day's work.

ARTICLE FORTY.

Firemen on suburban trains between Chicago and Blue Island shall receive twenty-one (21) cents per hour while on duty.

ARTICLE FORTY-ONE.

Firemen of switch engines shall receive one dollar and seventy-five cents ($1.75) per day; it being understood that in switching service ten working hours shall constitute a day's work; five hours or less a half day; over five hours a full day.

ARTICLE FORTY-TWO.

Overtime will be allowed in switching service at the rate of seventeen and one-half (17 50–100) cents per hour, and in all other service at the rate of twenty-two and one-half (22 50–100) cents per hour, irrespective of classification.

ARTICLE FORTY-THREE.

After final investigation, firemen will be notified when time is not allowed, as per time reports, and reasons will be given for not allowing same.

ARTICLE FORTY-FOUR.

Firemen leaving the service of this Company shall be given a service letter.

ARTICLE FORTY-FIVE.

All bulletins concerning firemen shall be posted in engine house.

ARTICLE FORTY-SIX.

Evidence of the willingness of a fireman to serve the best interests of the Company at all times, in whatever capacity assigned, as well as economy and cleanliness in the care of his engine and the Company's property under his control will always be considered as meriting reward.

All rules previously in effect are by this agreement abolished.

The articles enumerated above, constitute, in their entirety, the agreement between this Company and its locomotive firemen for a term of five years from September 1, 1902, and shall not thereafter be changed unless thirty days' notice has been served upon the other party.

PROVIDED that these rules shall not become effective until at least seventy-five per cent of the total number of Firemen in the service on August 1st, 1902, have signified their acceptance of the rules by attaching their signatures thereto, and further

PROVIDED that any person accepting the position of fireman during the life of these rules shall signify his acceptance of them by attaching his signature thereto. These rules do not apply to the Firemen paid and governed by the rules of the B. C. R. & N. Railway until such time as the rules of the C. R. I. & P. Ry. relating to firemen become effective in the Northern District.

FOR THE CHICAGO, ROCK ISLAND & PACIFIC RY.

Geo. F. Wilson,
Supt. Motive Power.
C. A. Goodnow,
General Manager.

FOR THE FIREMEN.

J. M. McQUADE,
Chairman.

George F. Phillips,
A. R. Cannady,
T. P. Lindsey,
F. T. Anderson,
R. S. Boynton,
R. Vass,

H. P. Arnold,
W. S. Coppers,
M. Peterson,
G. E. Seiler,
L. E. Hardesty,
G. S. Sutton,
Committee.

APPENDIX 6

INTERNATIONAL ASSOCIATION OF MACHINISTS AND THE FRISCO SYSTEM

AGREEMENT

Entered into by and between the Frisco System and all lines pertaining thereto, and the International Association of Machinists and Apprentices at Springfield, Missouri, Feb. 1, 1902.

ARTICLE I.

Sec. 1. A standard working day shall be ten (10) hours.

Sec. 2. All time in excess of ten (10) hours per day, Sundays and Legal Holidays (New Years, Fourth of July, Labor Day, Thanksgiving, and Christmas) shall be paid for at rate of time and one-half.

Sec. 3. Should a machinist or Apprentice be sent out on the road he will be allowed straight pay from time he is called until he returns, and one dollar per day, expenses for each twenty-four hours. If out more than thirty-six hours, and given time for rest, shop rules will apply, covering overtime; in addition, one dollar for each twenty-four hours will be allowed.

ARTICLE II.

Sec. 1. Should it become necessary to reduce expenses, all conditions being equal, the best men will be retained, and preference given to those that have others dependent on them for support. As to working hours, conditions existing at time reductions are being made will govern.

ARTICLE III.

Sec. 1. All Machinists employed at present (February 1, 1902) shall receive the schedule rate of pay (30 cents per hour) beginning February 1, 1902. All new men hired shall be paid not less than 29 cents per hour, and if at the end of three months he is found to be competent he shall receive the schedule rate of pay (30 cents per hour).

ARTICLE IV.

Sec. 1. One Apprentice may be employed for the shop and thereafter one for every four (4) Machinists employed. This rate not to affect apprentices already employed.

Sec. 2. All Apprentices will serve a term of four (4) years at the Machinists trade, and will be furnished with service papers at the expiration of apprenticeship. The rate of pay to be as follows: For the first year, 8 cents per hour; for the second year, 10 cents per hour; for the third year, 15 cents per hour; for the fourth year, 22 cents per hour; and at the expiration of four years and six months, 27 cents per hour; and if retained in the Company's service at the end of five (5) years shall receive the schedule rate of pay (30 cents per hour).

Sec. 3. An Apprentice, after serving one (1) year, if in the opinion of the foreman of the department, he shows no aptitude to acquire the trade, he shall be transferred or dismissed, and all obligations accepted by this Company by reason of this schedule will of necessity be forfeited.

ARTICLE V.

Sec. 1. Machinists shall be considered in line for promotion.

ARTICLE VI.

Sec. 1. Machinists will enjoy the same privileges in regard to free transportation upon the Company's own lines as other employes and their families.

ARTICLE VII.

Sec. 1. A first-class Machinist must be either capable of operating to an advantage all important machines, or competent on floor or vise work. If an expert on a specialty such as building and maintaining in a workmanlike manner the important details that make up air brake apparatus as applied to locomotives he shall be classed as a Machinist.

ARTICLE VIII.

Sec. 1. Helpers or laborers will not be advanced to the detriment of Machinists or Apprentices, but will continue as in the past on such rough work as repairs of steam pipes, truck work, spring and rigging.

ARTICLE IX.

Sec. 1. The Company will not in any way discriminate against any Machinist who, from time to time, represents either Machinists on committee of investigation or other committees duly authorized to see the

management, but insist on such matters being presented in proper manner to foreman in charge; if satisfactory understanding cannot be arrived at, then present in writing the question at issue to general foreman or division foreman, and if it is a question they are not at liberty to decide, the matter will be forwarded to the office of Superintendent of Machinery, who will reply to same through the office of person in charge or arrange to meet committee.

ARTICLE X.

The foregoing Articles and Sections shall be known as the Frisco System and all lines pertaining thereto, and the International Association of Machinists Schedule and Rules, and will not be abrogated or annulled without thirty (30) days' notice by the interested parties or until a new Schedule or set of Rules is adopted satisfactory to all parties concerned, and said Schedule shall take effect not later than February 1, 1902, and will be in effect for one (1) year.

SPRINGFIELD, Mo., Feb. 24, 1902.

Mr. J. F. Goldsmith and Committee,
Representing International Order of Machinists,
Springfield, Mo.

Gentlemen:—Your letter of February 22nd, advising me that the understanding we arrived at relative to the Rules, Regulations and Wages governing Machinists engaged by the Frisco Company at Springfield, were satisfactory to the Committee and you desire that I should O. K. the same. This letter is for you to present to your Order notifying them of my acceptance as the Schedule presented, which contains modifications from the Schedule presented for January 1st, and differing very little from what we arrived at one year ago.

Yours respectfully,

GEO. A. HANCOCK,
Supt. of Machinery.

P. S. Rates to apply from February 1st.

APPENDIX 7

MICHIGAN MINING SCALE

1902.

1. Resolved, That from the time of its adoption this scale take effect and continue in effect until March 31st, 1903, entirely superseding and annulling all other scales and agreements for this district, and any new rules, either local or general, governing the scale or conditions of employments in this district shall be mutually agreed to by operator and miners interested, and said rules before being in force shall receive the endorsement of the Operators' Commissioner and officials of District No. 24, United Mine Workers of America.

2. Resolved, That for pick mining the following prices shall be paid:

	Per ton.
For 30 inches of coal and upwards	$ 86
For 27 inches of coal and less than 30 inches	91
For 24 inches of coal and less than 27 inches	96

For 2,000 pounds of coal to the ton, screened over a ⅞ diamond or flat bar screen, 14 feet in length, of 72 feet superficial area, sufficiently braced to keep bars in place.

3. Resolved, That the price of run of mine coal be determined on the actual percentage of screened coal at the mine producing the same, and that the same rules governing the cleaning of screened coal also apply to mine run.

4. Resolved, Should any miner persistently, carelessly or maliciously load slate or other impurities, he shall for the first offense be cautioned by notification, and for the second offense he shall be fined 50 cents, for the third and each subsequent offense occurring in any one month, he shall be fined $1.00, the amount of such fine to be paid into the miners' local treasury, providing that no miner shall be fined unless the weighman and checkweighman shall agree that the miner has not exercised proper care in cleaning the coal. In case they cannot agree, it shall be referrred to the mine committee and mine boss.

5. Resolved, That where one man cannot push his coal, the driver shall help him push his car out.

6. Resolved, That the question of car pushing by the company be deferred until the next annual joint convention, in order that operators may have time to thoroughly inform themselves by investigation in other districts and by experimental methods in this district regarding this matter.

7. Resolved, That the prices for narrow work and room turning be as follows:

Entries, per yard	$1.50
Entries, double shift, per yard	1.75
Break-throughs, between entries	1.50
Break-throughs between entries and rooms	1.50
Break-throughs between rooms and entries	1.30
Break-throughs between rooms	1.10
Room turning	3.20

8. Resolved, Where entries are wet or have exceptionally bad top, an additional price will be paid over and above the regular rate, the extra price to be determined by the miners interested and mine boss. In case they fail to agree, it shall be referred to the mine committee and the mine management.

9. Resolved, There shall be paid 6¼ cents per inch for slate and bottom in entries, and where bottom is shot more than five feet wide the same proportionate rates shall be paid for any additional width.

10. Resolved, That two cents per inch per lineal yard, five feet wide, be paid for all draw slate or foreign substances coming down and handled, to be removed by miner.

11. Resolved, That where substances met with in entries or rooms causing extra work or expense in drilling, shooting or breaking up such substances, an additional price shall be paid, as may be determined by miner and mine boss, and in case they fail to agree it shall be referred to the mine committee and mine management.

12. Resolved, That when a miner meets a fault or clay vein and fails to agree with mine boss upon a price for going through the same, he shall receive $2.60 per day and the company furnish supplies, and if he shall not perform his work to the satisfaction of the company, he shall be given another place and the company may employ another man.

13. Resolved, That where differentials have existed and have been removed by arbitration, the question of differentials shall not be considered during the life of this contract, and any new mines sunk shall have no differential imposed on them on account of their location.

Where differentials were paid at the close of the last scale year and it is desired to remove them by miners or operators interested, a committee of two shall be selected, as follows: One selected by miners,

and one selected by operators, and the two thus selected shall make a personal investigation of the physical condition of the mine, as well as the earning capacity of the miners, as ascertained from the pay rolls of the company. They shall investigate in the manner prescribed in as many mines where no differentials are paid as will enable them to determine as to the merits of the removal of the differential, and their decision shall be final for the scale year.

In case of failure to agree by the two thus selected, they shall select a disinterested person to act with them in the manner prescribed above, and a majority decision shall be binding upon all until the close of the scale year. Application for the removal of the differential to be made to the Miners' President and the Operators' Commissioner and shall receive immediate attention. It is understood that the President of the U. M. W. of A. and the Operators' Commissioner shall not be of the committee.

INSIDE DAY WAGE SCALE.

14. Resolved,That the wages of all day laborers inside the mine shall be as follows:

Track layers	$2.28
Track layers' helpers	2.10
Trappers	1.00
Bottom cagers	2.10
Driver	2.10
Trip riders	2.10
Water haulers	2.10
Timbermen, where such are employed	2.28
Company men in long wall mines	2.10
All other inside day labor	2.10

15. Resolved, That where miners are taken away from their work to perform day labor they shall receive $2.60 per day, except where they voluntarily accept a position as a day laborer.

16. Resolved, That eight hours shall constitute a day's work, and no person working in the mine shall perform more than eight hours' labor in twenty-four, and not more than six days of eight hours each in one week except in case of emergency, and whenever this privilege is abused by the manager, the mine committee shall stop it after consultation with the district officers of the U. M. W. of A. and the operator.

17. Resolved, That an eight hour day means eight hours labor in the mine at usual working places for all classes of inside day labor. This shall be exclusive of the time required in reaching such work-

ing places in the morning and departing from the same at night. Regarding drivers, they shall take their mules to and from the stables, and the time required in so doing shall not include any part of the day's labor, their work beginning when they reach the change at which they receive empty cars, but in no case shall a driver's time be docked while he is waiting for such cars at the point named.

18. Resolved, That when the men go in the mine in the morning, they shall be entitled to two hours pay, whether or not the mine works the two full hours, but after the first two hours the men shall be paid for every hour thereafter by the hour for each hour's work or fractional part thereof. If for any reason the regular work cannot be furnished the inside day laborer for a portion of the first two hours, the operator will furnish other than the regular labor for the unexpired time.

OUTSIDE DAY WAGE SCALE.

19. Resolved, That engineers and firemen shall work eight hours, with the understanding that engineers shall hoist and lower the men exclusive of this time.

	Per day.
Dumpers	$2.10
Trimmers	2.10
Check Chasers	1.25
Engineer	2.50
Firemen	1.80
Blacksmith	2.50
All other outside labor when permanently employed	1.80
Carpenters when employed by the day to receive	2.40

But this shall not prevent carpenters accepting employment by the month.

Temporary employes shall be under the jurisdiction of the company, but they shall not take the place of permanent employes.

20. Resolved, That the schedule of day wages applies only to men employed in the performance of their labor, and is not applied to boys unless they can do and are employed to do a man's work.

21. Resolved, That where any members of the present force of outside day laborers in this field prefer to work in the mine in preference to accepting wages offered for their services as outside day laborers, they shall be given places in the mine to mine coal.

22. Resolved, That the company shall be required to make breakthroughs every sixty feet and to stop all air leakages through the last break-through.

23. Resolved, That so far as possible two men be given two rooms, and the operators pledge themselves to provide two places for two men at the earliest possible moment.

24. Resolved, That the company shall be required to place end gates in all cars and furnish equipment to lift end gates clear of all dumpage and that for all cars broken, because of derailment or other accident, while in transit from working places to shaft, the miners shall receive for such broken cars the average weight of each day's output.

25. Resolved, That the company be required to have the water taken out of wet entries before the regular starting time, and out of rooms within one hour after starting time, and in event the water is not taken out at the above stated time, the miner shall bail the water, and he shall be paid for the same.

26. Resolved, That where an employe voluntarily quits his work he shall give three days' notice to employer, and shall then be paid amount due, or given statement when leaving his employment.

27. Resolved, Local rules shall be drawn up by the operators and miners jointly to govern the regulation and care of wash-houses.

28. Resolved, That all props be delivered to the working places of the men by the company, and that proper blanks be furnished to the miners to be filled out in order that they can have posts furnished them of the required length.

29. Resolved, That all miners and mine laborers be paid in cash for their labor, at the mine, on the Saturdays nearest the 10th and 25th of each month, and 7 full hours shall be worked pay days, for which payment for one full day shall be made.

30. Resolved, That the work performed the first half of the month be measured on the 16th, and the work performed in the latter half of the month be measured on the 1st day of the succeeding month.

31. Resolved, That all posting in room work shall be done by the miner in such a manner that his working place shall always be kept in a safe and proper condition, and the miner shall do the ordinary room posting in gob or wide entries.

32. Resolved, That all oils furnished to day men be charged at the same rate as charged to miners.

33. Resolved, That mine workers shall not be allowed to enter the mine later than 7 a. m., and that one hour shall be taken for noon in this district. Further, that six men at one time shall be allowed to go up on a cage at any time until proper escape shaft is furnished.

34. Resolved, That all shooting shall be done during the first half of the noon hour and at the close of the working day, providing shooting is done twice a day; if only done once a day, then it shall be done at the close of the working day; but it may be agreed between the

mine management and miners whether the shooting shall be done once or twice a day.

35. Resolved, That the miners shall have the right to choose their own doctor.

36. Resolved, That the following shall be collected through the office: Requirement of the U. M. W. of A., the checkweighman's wages, sick and death benefit funds and the wash-house keeper's wages.

37. Resolved, That the price for blacksmithing be paid at the rate of one cent on the dollar of wages earned by the miner.

38. Resolved, That no mine worker of Michigan shall be discriminated against or blacklisted because of his connection with the United Mine Workers of America or for any other cause.

39. Resolved, That the price of powder and of oil be the same as now charged; these prices subject to the market changes.

40. Resolved, That no strike shall take place owing to any dispute arising at any time under the jurisdiction of district No. 24 (except for refusal of employers to pay wages on the regular pay day without satisfactory explanation, or danger to life and limb, or inaccuracy of weighing scales and when the screens are out of repair, unless employers and employes can agree on difference to be paid on account of scales and screens being out of order) until the dispute at the mine affected has been thoroughly investigated by the officers of District No. 24, U. M. W. of A., and the Operators' Commissioner.

41. Resolved, Any employe suspended or discharged may request and demand an investigation into the validity of such suspension or discharge, when it shall be the duty of the mine management and the mine committee to go into an investigation of the facts, when, if they can agree upon a decision, the incident shall be considered closed. In case they fail to agree, then the matter shall be referred to the District President and the Operators' Commissioner, who shall render a decision in three days. It is further provided, that any person discharged or suspended shall remain idle three days, and in the event no decision is reached in three days then the person discharged or suspended shall resume work until a decision is reached, investigation to begin immediately.

42. MACHINE MINING (CHAIN AND PUNCHING MACHINES.)

CHAIN MACHINE MINING SCALE.

Loading and drilling in rooms	$0.50
Loading and drilling in entries	.64
Loading and drilling in breakthroughs	.64
Cutting in rooms	.16
Cutting in entries	.20
Cutting in breakthroughs	.20

PUNCHING MACHINE SCALE.

Loading and drilling in rooms	$0.50
Loading and drilling in entries	.64
Loading and drilling in breakthroughs	.64
Cutting in rooms	.20½
Cutting in entries	.25½
Cutting in breakthroughs	.25½
Shearing in entries, per yard	1.06
Shearing in rooms, per yard	.50

Room turning—entry price.

433. Resolved, That all places in machine mines driven less than eighteen feet wide shall be paid entry price.

44. Resolved, That the same rules that govern in pick mines in reference to slate and foreign substances shall also apply to machine mines.

45. Resolved, That the division of pay for punching machine men when working at contract prices, be considered a local question for adjustment between the men themselves; but work shall not be suspended at any time because of a failure to adjust by the cutter and helper.

That all chain machine men receive equal pay for their labor.

46. Resolved, That all machine runners be provided with at least twenty, or a sufficient number of picks to perform their labor.

47. Resolved, That all chain machine runners shall cut coal close to bottom and shall not leave more than four inches of coal, and the bug dust shall be loaded out with the coal by the loader, and the machine runner shall throw bug dust back instead of against the face, and where stumps are left by machine runners, they shall remove the same or pay the loaders for removing the stump.

48. Resolved, No blacksmithing shall be charged loaders or machine runners in machine mine.

49. Resolved, That where pick carriers are employed they shall receive $1.25 per day.

50. Resolved, That in deficient places the price of loading and cutting with machines shall be determined upon by the loader, runner and mine boss, and in case they fail to agree, it shall be referred to mine committee.

51. Resolved, That the same relative differential that now exists in the pick mining rate in the State of Michigan shall also apply to machine mines, and for a readjustment of the differentials, the same provisions that have been adopted to arbitrate differentials in pick mines shall also apply to machine mines.

52. Resolved, This scale is based upon eighty six cents pick mining.

53. Resolved, That the Operators' Commissioner, Thomas W. Davis, be and is hereby authorized to sign scale for and on behalf of all the operators of Michigan.

MICHIGAN COAL OPERATORS,
Per THOMAS W. DAVIS,
Commissioner.
U. M. W. of A.,
Per W. F. WILLIAMS,
Pres. District 24.

APPENDIX 8

THE ASSOCIATED TEAMING INTERESTS OF CHICAGO AND THE TEAMSTERS' NATIONAL UNION OF AMERICA

AGREEMENT.

CHICAGO, June 11, 1902.—The Associated Teaming Interests of Chicago and the Teamsters' National Union of America, by their respective officers and committees, whose signatures are hereto attached, do hereby establish and maintian for the period of one (1) year from date a joint arbitration board composed of seven (7) members from each of the contracting parties, and they thereby agree as follows:

To submit to the arbitration of this board all differences between the contracting parties which do now or may arise during the life of this agreement.

Harry G. Selfridge.	John M. Rowan.
Albert Young.	S. T. Edwards.
John S. Field.	Samuel Johnson.
Charles Robb.	Fred S. Hartwell.
Arthur Dixon.	F. C. Bender.
James B. Barry.	Frank H. Hebard.
Henry B. Steele.	Charles G. Sagerstrom.

APPENDIX 9

AGREEMENT BETWEEN CHICAGO TYPOGRAPHICAL UNION NO. 16, AND ALLIED PRINTING TRADES AND THE INTER OCEAN PUBLISHING COMPANY (Signed March 22, 1899).

This agreement, made and entered into this 22nd day of March, 1899, by and between the Inter Ocean Publishing Company, through its authorized representatives, the party of the first part, and the subordinate unions of the International Typographical Union of the city of Chicago, consisting of Chicago Typographical Union No. 16; Chicago Stereotypers' Union No. 4; Chicago Mailers' Union No. 2, and Chicago Photo-Engravers' Union No. 5, and the subordinate unions of the International Printing Pressmen and Assistants' Union, consisting of Chicago Newspaper Web Pressmen's Union No. 81, and Chicago Assistants and Web Press Helpers' Union No. 4, by their committees duly authorized to act in their behalf, parties of the second part.

Witnesseth, That from and after Wednesday, March 22, 1899, and for a term of five years, ending March 22, 1904, and for such a reasonable time thereafter (not exceeding thirty days) as may be required for the negotiation of a new agreement, the newspaper represented by the said party of the first part binds itself to the employment in its composing-room and the departments thereof, of mechanics and workmen who are members of Chicago Typographical Union No. 16; in its stereotyping-room to stereotypers who are members of Chicago Stereotypers' Union No. 4; in its mail-room to mailers who are members of Chicago Mailers' Union No. 2; in its photo-engraving department to photo-engravers who are members of Chicago Photo-Engravers' Union No. 5; in its pressroom to pressmen and assistants who are members of Chicago Newspaper Web Pressmen's Union No. 81, and Chicago Assistant Web Pressmen and Helpers' Unoin, and agree to respect and observe the conditions imposed by the constitutions, by-laws and scales of prices of aforesaid organizations, copies of which are hereunto attached and made a part of this agreement.

And it is further agreed that aforesaid constitution and by-laws may be amended by said parties of the second part without the consent of the party of the first part; provided, however, that such changes do not in any way conflict with the terms of the scales and rules as set forth in this contract.

It is further agreed that the scale of prices of the Chicago Typographical Union No. 16, adopted March 17. 1897, shall continue without change, during the life of this contract, except as may be mutually agreed between the parties hereto.

A standing committee of two representatives of the party of the first part, and a like committee of two representing the parties of the second part, shall be appointed; the committee representing the parties of the second part shall be selected by the union whose interests are directly affected; and in case of a vacancy, absence or refusal of either of such representatives to act, another shall be appointed in his place, to whom shall be referred all questions which may arise as to the scale of prices, the construction to be placed upon any clauses of the agreement, or alleged violations thereof, which cannot be settled otherwise, and that such joint committee shall meet when any question of difference shall have been referred to it for decision by the executive officers of either party to this agreement, and should the joint committee be unable to agree, then it shall refer the matter to a board of arbitration, the representatives of each party to this agreement to select one arbiter, and the two to agree upon a third. The decision of this board shall be final and binding upon both parties.

The party of the first part hereby agrees that he shall not, during the continuance of this agreement, introduce into his composing-room any font of type that shall be leaner than the leanest corresponding type now in use in any one of the offices in the city of Chicago; provided, that if any font of type leaner than the leanest corresponding type now in use by the party of the first part, but up to the International Typographical Union standard, shall be introduced by the party of the first part, the difference in measurement between the type introduced and its corresponding type now in use shall be given to the compositor.

It is agreed that should the International Typographical Union and the American Newspaper Publishers' Association mutually adopt a new standard for the measurement of type, said standard shall be used in the Inter Ocean office under the jurisdiction of the parties to this agreement and that, if said standard shall necessitate a new scale of wages, said scale shall, if possible, be fixed by the Joint Standing Committee of the two parties to this agreement; and that, should said committee fail to agree, the question shall be submitted to a board of arbitration, as above provided for, the decision of said board to be binding upon both parties to this agreement.

It is further agreed by the party of the first part that in the event

of the substitution of machines other than the Linotype, for hand composition or distribution, a scale of wages may be agreed upon by the Joint Committee of the parties to this agreement; but if no satisfactory conclusion can be reached, the matter shall be referred for final settlement to a board of arbitration as above provided for.

It is agreed by the said parties of the second part that for and in consideration of the covenants entered into and agreed to by said party of the first part, the said parties of the second part shall at all times during the life of this agreement truly and faithfully discharge the obligations imposed upon them by furnishing men capable of performing the work required in the various mechanical departments of the party of the first part.

It is agreed that both the language and the spirit of this contract between the Inter Ocean Publishing Company, party of the first part, and the organizations known as Chicago Typographical Union No. 16, Chicago Stereotypers' Union No. 4, Chicago Mailers' Union No. 2, and Chicago Photo-Engravers' Union No. 5, being trades-unions chartered by and under the jurisdiction of the International Typographical Union, an organization having its headquarters at Indianapolis, Indiana, and Chicago Newspaper Web Pressmen's Union No. 81, and Chicago Assistants and Web Pressmen and Helpers' Union, organizations chartered by and under the jurisdiction of the International Printing Pressmen and Assistants' Union of North America, by their committees duly authorized to act in their behalf, parties of the second part, make it imperatively obligatory on both parties whenever any difference of opinion as to the rights of the parties under the contract shall arise, or whenever any dispute as to the construction of the contract or any of its provisions takes place, at once to appeal to the duly constituted authority under the contract viz., the Joint Standing Committee, to the end that fruitless controversy shall be avoided and good feeling and harmonious relations be maintained, and the regular and orderly prosecution of the business in which the parties have a community of interest be insured beyond the possibility of interruption.

It is further stipulated and agreed that the party of the first part shall not now or during the life of this contract enter into any association or combination hostile to the printing trades unions, nor shall it at any time render assistance to such hostile combination or association by suspension of publication or any other art calculated to injure the printing trades unions.

And the party of the second part hereby agrees to enter into no combination or association with the intent or purpose of injuring the Inter

Ocean Publishing Company or its property, and shall not be a party to any hostile act with similar intent.

In witness whereof, We have hereunto set our hands and seals this 22nd day of March, 1899.

THE INTER OCEAN PUBLISHING COMPANY,
By W. F. Furbeck, President.
Wm. Penn Nixon, Secretary.

CHICAGO TYPOGRAPHICAL UNION NO. 16,
By John McParland.
A. C. Rice.

CHICAGO STEREOTYPERS' UNION NO. 4,
By R. B. Prendergast.
John S. Healy.

CHICAGO MAILERS' UNION NO. 2,
By J. J. Kinsley.
Wm. McInerney.

CHICAGO PHOTO-ENGRAVERS' UNION NO. 5,
By J. S. Falkinburg.
G. A. Gink.

CHICAGO NEWSPAPER WEB PRESSMEN'S UNION NO. 81,
By Thos. P. Fitzgerald.
E. W. Carr.

CHICAGO ASSISTANTS AND WEB PRESS HELPERS' UNION NO. 4,
By P. C. McKay.
William E. Hill.

This contract is entered into by and with the consent of the International Typographical Union, an organization to which the party of the first part concedes jurisdiction and control over trade organizations in all mechanical departments of the party of the first part, with the exception of the pressroom, and this contract is entered into by and with the consent of the International Printing Pressmen and Assistants' Union of North America, to which organization the party of the first part concedes jurisdiction over trade organizations controlling all employees of the pressroom and the International Typographical Union, through its authorized representative, and the International Printing Pressmen and Assistants' Union, through its authorized representative, do hereby severally agree to protect the party of the first part in case of violation of the agreement by any of the said parties of the second part under the respective jurisdiction of said International unions, but such unions shall not be guarantors as to each other.

In witness whereof, We have hereunto set our hands and seals, this 22nd day of March, 1899.

SAMUEL B. DONNELLY,
President, International Typographical Union.
JAMES H. BOWMAN,
President, International Printing Pressmen and Assistants' Union.
JOHN G. DEEFLINGER.

APPENDIX 10

ARBITRATION AGREEMENT BETWEEN AMERICAN NEWSPAPER PUBLISHERS' ASSOCIATION AND INTERNATIONAL TYPOGRAPHICAL UNION

SECTION 1. On and after May 1, 1902, and until May 1, 1907, any publisher who is a member of the American Newspaper Publishers' Association, employing union labor in any department or departments of his office under a contract or contracts, written or verbal, with a local union or unions affiliated with the International Typographical Union where such contracts have been approved by the president of the latter organization as well as under all contracts in force on May 1. 1901, shall have the following guarantees:

a. He shall be protected under such contract or contracts by the International Typographical Union against walk-outs, strikes, boycotts, or any other form of concerted interference with the peaceful operation of the department or departments of labor so contracted for, by any union or unions with which he has contractual relations; provided such publisher shall enter into an agreement with the International Typographical Union to arbitrate all differences that may arise under said verbal or written contracts between said publisher and the local union affecting union employees in said department or departments, if such said differences can not be settled by conciliation.

b. All disputes arising over scale provisions relating to wages and hours in renewing or extending contracts shall likewise be subject to arbitration under the provisions of this agreement, if such disputes can not be adjusted through conciliation.

It is expressly understood that contracts hereafter entered into by publishers with allied trades councils shall not be recognized as coming under the terms of this agreement.

SECTION 2. The International Typographical Union further agrees to arbitrate any and all differences that may arise in the mechanical departments of any newspaper, member of the American Newspaper Publishers' Association, which shall enter into an agreement to that effect; provided all departments of said newspaper under the jurisdiction of the International Typographical Union are strictly union departments and are so recognized.

SECTION 3. The question whether a department shall be union or non-union shall not be classed as a "difference" to be arbitrated.

SECTION 4. If conciliation between the publisher and a local union fails, then provision must be made for local arbitration. If local arbitration or arbitrators can not be agreed upon, all differences shall be referred, upon application of either party, to the National Board of Arbitration. In case a local board of arbitration is formed, and a decision rendered which is unsatisfactory to either side, then review by the National Board of Arbitration may be asked for by the dissatisfied party, provided notice to the other party to that effect is given within fifteen days thereafter. It shall be optional with the board to grant or deny such review as the facts in the case may warrant.

SECTION 5. In case a review is granted, as provided in section 4, the National Board of Arbitration shall not take evidence except by a majority vote of the board, but both parties to the controversy may be required to submit records and briefs, and to make oral or written arguments (at the option of the board), in support of their several contentions. They may submit an agreed statement of facts, or a transcript of testimony properly certified to, before a notary public by the stenographer taking the original evidence or depositions.

SECTION 6. Pending final decision, work shall be continued in the office of the publisher, party to the case, and the award of the National Board of Arbitration shall, in all cases, include a determination of the issues involved, covering the period between the raising of the issues and their final settlement; and any change or changes in the wage scale of employees may, at the discretion of the board, be made effective from the date the issues were first made.

SECTION 7. Union departments shall be understood to mean such as are made up wholly of union employees, in which union rules prevail, and in which the union has been formally recognized by the employer.

SECTION 8. This agreement shall apply to individual members of the American Newspaper Publishers' Association or local associations of publishers accepting it and the rules drafted hereunder, at least sixty (60) days before a dispute shall arise.

SECTION 9. The National Board of Arbitration shall consist of the

president of the International Typographical Union and the commissioner of the American Newspaper Publishers' Association, or their proxies and in the event of a failure to reach an agreement, these two shall select a third member in each dispute, the member so selected to act as chairman of the board. The finding of the majority of the board shall be final, and shall be accepted as such by the parties to the dispute under consideration.

SECTION 10. In the event of either party to the dispute refusing to accept and comply with the decision of the National Board of Arbitration, all aid and support to the firm or employer, or local union refusing acceptance and compliance, shall be withdrawn by both parties to this agreement. The acts of such recalcitrant employer or union shall be publicly disavowed, and the aggrieved party to this agreement shall be furnished by the other with an official document to that end.

SECTION 11. The said National Board of Arbitration must act, when its services are desired by either party to a dispute as above and shall proceed with all possible dispatch in rendering such services.

SECTION 12. All expenses attendant upon the settlement of any dispute, except the personal expenses of the commissioner of the American Newspaper Publishers' Association and the president of the International Typographical Union shall be borne equally by the parties to the dispute.

SECTION 13. The conditions obtaining before the initiation of the dispute shall remain in effect pending the finding of the local or of the National Board of Arbitration.

SECTION 14. The following rules shall govern the National Board of Arbitration in adjusting differences between parties to this agreement:

1. It may demand duplicate typewritten statements of grievances.
2. It may examine all parties involved in any differences referred to it for adjudication.
3. It may employ such stenographers etc., as may be necessary to facilitate business.
4. It may require affidavit on all disputed points.
5. It shall have free access to all books and records bearing on points at issue.
6. Equal opportunities shall be allowed for presentation of evidence and argument.
7. Investigations shall be conducted in the presence of the representatives of both parties.
8. The deliberations shall be conducted in executive session, and the findings, whether unanimous or not, shall be signed by all members of the board in each instance.

9. In the event of either party to the dispute refusing to appear or present its case after due notice, it may be adjudicated in default, and findings rendered against such party.

10. All evidence communicated to the board in confidence shall be preserved inviolate, and no record of such evidence shall be kept.

SECTION 15. The form of contract to be entered into by the publisher and the International Typographical Union shall be as follows:

CONTRACT.

It is agreed between ——— publisher and proprietor of the ———, and ———, duly authorized to act in its behalf, party of the first part, and the International Typographical Union, by its president, duly authorized to act in its behalf and also in behalf of ——— Union of ———, as follows:

That any and all disputes that may arise—

1. Under any contract, verbal or written, in force May 1, 1901.

2. Under any contract, verbal or written, approved by the president of the International Typographical Union.

3. All disputes arising over scale provisions relating to wages and hours in renewing and extending contracts between ——— publisher(s) or proprietor(s) and the —— union(s), or any member thereof, now operating in the ——— department(s) of the ——— shall first be settled by conciliation between the publisher and the authorities of the local union, if possible. If not, the matter shall be referred to arbitration, each party to the controversy to select one arbitrator, and the two thus chosen to select a third, the decision of a majority of such board of arbitration to be final and binding upon both parties, except as hereinafter provided for.

If local arbitration or arbitrators can not be agreed upon, all differences shall be referred, upon application of either party, to the National Board of Arbitration, consisting of the president of the International Typographical Union and the commissioner of the American Newspaper Publishers' Association, or their proxies; and if the board thus constituted can not agree, it shall be authorized to select an additional member, and the decision of a majority of this board, thus constituted, shall be final and binding upon both parties.

Pending arbitration and decision thereunder work shall be continued as usual in the office of the publisher(s) part— to this agreement, and the award of the arbitrators shall, in all cases, include a determination of the issues involved covering the period between the raising of the issues and the final settlement, and any change or changes in the wage

scale of employees, or other ruling, may, at the discretion of the arbitrators, be made effective from the date the issues were first made.

In case a local board of arbitration is formed, and a decision rendered which is unsatisfactory to either side, then a review may be asked of the National Board of Arbitration by the dissatisfied party. Pending decision under such review from a local board of arbitration, work shall be continued as usual in the office of the publisher(s), part— to the case, and the award of the National Board of Arbitration shall, in all cases, include a determination of the issues involved, covering the period between the raising of the issues and their final settlement; and any change or changes in the wage scale of employees, may, at the discretion of the board, be made effective from the date the issues were first made.

In consideration of the agreement by the said publisher(s) or proprietor(s) to arbitrate all differences as provided for herein with the ——— union(s), the International Typographical Union agrees to underwrite to said contract and guarantee ——— fulfillment on the part of ——— union(s).

It is expressly understood and agreed that the sections numbered from one to sixteen inclusive, of the agreement between the American Newspaper Publishers' Association and the International Typographical Union hereunto attached shall be considered an integral part of this contract, and shall have the same force and effect as though set forth in the contract itself.

This contract shall be in full force and effect from ———, 1902, to the first day of May, 1907, unless amended sooner by mutual consent.

In witness whereof, the undersigned publisher(s) or proprietor(s) of the said newspaper and the president of the International Typographical Union have hereunto affixed their respective signatures, in triplicate this —— day of ———, 190—.

——— ———

Publisher(s) or Proprietor(s) ——— ———

——— ———

President International Typographical Union.

Witness, as to publisher,

——— ———

Witness, as to president,

——— ———

SECTION 16. This covenant between the International Typographical Union and the American Newspaper Publishers' Association shall remain in effect from the 1st day of May, 1902, to the 1st day of May, 1907, but amendments may be proposed to this agreement by either

party thereto at least ninety days before the 1st day of May in any year, and on acceptance by the other party to the agreement, shall become a part thereof.

Now, therefore, it is mutually agreed as follows:

First. This agreement shall be published simultaneously by the two bodies at such time as may hereafter be decided upon.

Second. The agreement shall be submitted for ratification to the American Newspaper Publishers' Association at its annual meeting in February, 1902, and immediately thereafter to the executive council of the International Typographical Union. If formally ratified as a whole by both bodies, it shall become effective on May 1, 1902, and remain in full force and effect for five years thereafter, unless mutually amended sooner as therein provided for.

In witness whereof, we have hereunto affixed our signatures this 3d day of January, 1902.

(Signed) A. A. McCORMICK, *Chairman.*
M. J. LOWENSTEIN
For the special standing committee of the American Newspaper Publishers' Association.
FREDERICK DRISCOLL,
Commissioner.
JAMES M. LYNCH,
C. E. HAWKES,
HUGO MILLER,
J. W. BRAMWOOD,
For the International Typographical Union.

The attached agreement was unanimously approved of by the American Newspaper Publishers' Association at its annual convention on February 19, 1902, and subsequently the same was approved by the executive council of the International Typographical Union, acting under authority from the International Typographical Union convention.

W. C. BRYANT, *Secretary.*

APPENDIX 11

AMALGAMATED WOOD-WORKERS COUNCIL OF CHICAGO.

ARTICLES OF AGREEMENT

Agreement entered into this.....day of.....1902 between, ..., manufacturers of....., parties of the first part, and the undersigned representatives of the AMALGAMATED WOOD-WORKERS COUNCIL OF CHICAGO, parties of the second part.

Article 1. The party of the first part hereby agrees to employ none but members of the AMALGAMATED WOOD-WORKERS COUNCIL, who are in good standing and carry the current quarterly card of the organization.

Article 2. The party of the first part agree that the representatives of the Wood-Workers Council of Chicago, shall have access to the mill or factory of said party of the first part, at any reasonable time.

Article 3. The minimum scale of wages for journeymen working either on the bench or on woodworking machinery in the mill or factory of the party of the first part, shall be 25c per hour and for wood-carvers 28c per hour and that nine (9) hours shall constitute a day's work; and it shall be understood that all employees receiving more than the foregoing scale shall not be subject to any reduction in wages by reason of the adoption of this agreement.

Article 4. All overtime shall be paid for at the rate of time and one-half. Double time shall be paid for all work done on Sundays, New Years Day, Decoration Day, Fourth of July, Thanksgiving Day, and on Christmas Day, but not on days celebrated for them. No work shall be allowed under any pretence on Labor Day.

Article 5. There shall be a regular pay day at least once in every two weeks, and there shall not be more than three days kept back. A strike to enforce this article, shall not be considered a violation of this agreement.

Article 6. The party of the first part, may have one apprentice to every ten (10) bench men, or majority fraction thereof, he to work on the bench, and one apprentice to every ten (10) machine men, or majority fraction thereof, he to work on machines. Each apprentice

shall serve a term of three (3) years at the following rate of wages: First year $1.00 per day, second year $1.25 per day, third year $1.50 per day, and no one shall be accepted as an apprentice under sixteen (16) years of age, or over twenty (20) years of age, and all apprentices shall carry the current quarterly apprentice card of the Wood-Workers' Council of Chicago.

Article 7. There shall be a steward in each mill or factory of the party of the first part, appointed by the business agent and it shall be his duty to control the working cards of the men in said mill or factory and report all violations to the business agent of his district or to the office of the council.

Article 8. Engineers employed by the party of the first part shall belong to and carry the card of the International Union of Steam Engineers No. 3. All shipping clerks employed by the party of the first part, shall belong to the A. W. W. I. U. of A. and carry the current quarterly card of the A. W. W. Council of Chicago.

Article 9. A sympathetic strike to protect union principles shall not be considered a viclation of this agreement.

Article 10. The party of the first part, shall be entitled to the use of and be furnished with the label of the A. W. W. I. U. of A. and all work manufactured by the party of the first part, must be stamped before delivery.

Article 11. All interior finish, doors and other mill work specified to be filled by the party of the first part, shall be filled by members of the Painters' Union, who carry the current quarterly card of the Painters' District Council.

Article 12. In the event of any dispute between the parties to this agreement the party of the first part, and the representatives of the A. W. W. Council shall endeavor to arrive at a satisfactory settlement and in case no settlement can be arrived at, each shall appoint a practical man, those two shall appoint a third, the three to act as a board of arbitration whose decision shall be final.

Article 13. It is further agreed that at least thirty days prior to the expiration of this agreement it shall be open for discussion for any changes desired by either party to this agreement.

Article 14. This agreement shall be in force from date of signing hereof, until the first day of March, 1903.

For party of the first part.	For party of the second part.
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